

6SF-T
11-01-06
Aldridge

Kathleen Hartnett White, *Chairman*
Larry R. Soward, *Commissioner*
Martin A. Hubert, *Commissioner*
Glenn Shankle, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

October 19, 2006

Section Chief
Cost Recovery Section (6SF-AC)
U. S. Environmental Protection Agency, Region 6
1445 Ross Avenue, Suite 1200
Dallas, Texas 75202-2733

ATTN: Mr. Buddy Parr

Care Bolden

RE: Early Potentially Responsible Party Search Package
Scope of Work / FY 2006 CERCLIS Preliminary Assessment/Site Inspections Program (Superfund)
Number V-986436-01-0

Dear Section Chief:

Copies of all official archived State records, Title documents, and owner(s) and/or operator(s) information acquired by the Texas Commission on Environmental Quality (TCEQ) Preliminary Assessment/Site Inspection (PA/SI) Program staff is being sent to you for the following site:

Site
San Jacinto River Waste Pits
Channelview, Harris County, TX

EPA No.
TXN000606611

Should you have any questions please feel free to contact me at (512) 239-4134 (Mail Code 136).

Sincerely,

Marshall Cedilote

Marshall Cedilote, Grant Manager, PA/SI Program
Superfund Site Discovery and Assessment Program
Remediation Division

MC/ok/pk

Enclosure

cc: Kathleen Summers, U.S. Environmental Protection Agency, Region 6, Dallas, Texas



701127

SAN JACINTO RIVER WASTE PITS

EPA ID# TXN000606611

INTERSTATE HIGHWAY 10 AND SAN JACINTO RIVER

HARRIS COUNTY

CHANNELVIEW, TX 77530

I. DEED RECORDS

II. PLAT MAPS

III. NAME & ADDRESSES OF PROPERTY OWNERS

**IV. NAME AND ADDRESSES OF ADJACENT
PROPERTY OWNERS**

V. TCEQ RECORDS

I. DEED RECORDS

70 1016
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C144263

GENERAL WARRANTY DEED

DEED RECORDS

VIR 6037 PAGE 352

THE STATE OF TEXAS |
COUNTY OF HARRIS |

KNOW ALL MEN BY THESE PRESENTS,

036-27-0274

770
THAT M. MICHAEL GORDON, a single man, and FRANK F. SPATA (the latter, not joined herein by his wife for the reason that the hereinafter conveyed property does not form or constitute any part of his business or residence homestead), of the County of Harris, State of Texas, (hereinafter called Grantors), for and in consideration of the sum of TEN (\$10.00) DOLLARS to them in hand paid by VIRGILL C. MCGINNES, TRUSTEE, (hereinafter called Grantee), the receipt and sufficiency of which is hereby acknowledged and confessed and the further consideration of the execution and delivery by Grantee of its one promissory note (sometimes referred to herein as "Indebtedness"), of even date, in the principal sum of FORTY THOUSAND AND NO/100 (\$40,000.00) DOLLARS, payable to the order of Grantors in quarter-annual installments of ONE THOUSAND (\$1,000.00) DOLLARS each, plus the interest accrued on the unpaid principal balance at the rate of six (6%) per cent per annum, the first of such installments of principal and interest to become due and payable on the 1st day of November, 1965, and a like installment to become due and payable on the 1st day of each and every succeeding calendar months of February; May, August and November thereafter until the full amount of principal and interest is paid, the whole of such note, if



not sooner paid, being due and payable on or before the 1st day of August, 1972 A.D.; such note containing the usual accelerating maturity, past due interest and attorney's fees clauses.

Have GRANTED, SOLD and CONVEYED and by these presents do GRANT, SELL and CONVEY unto the Grantee, of the County of Harris, State of Texas, the following described real property, to-wit:

TWENTY (20) acres of land out of that certain 190.8 acre tract, in the J. T. Harrell Survey, Abstract 330, Harris County, Texas, and which 190.8 acre tract was conveyed by Edward Shields, et ux, to M. Michael Gordon, et al, by deed dated November 15, 1943, and recorded in Volume 1297, Page 16, of the Deed Records of Harris County, Texas, and which Twenty (20) acre tract is more particularly described as follows:

BEGINNING at a stake on the North Edge of Market Street Road right of way at the Southeast corner of the G. M. Farmer 80 Acre Tract and the Southwest corner of the said 190.8 acre tract;

THENCE North along the East line of said G. M. Farmer 80 Acre Tract to a 3/4" iron pipe set in the Northerly right of way line of State Highway No. 73, at 377 feet;

THENCE with a curve to the right along said right of way line, with a central angle of $21^{\circ} 12'$, and a radius of 1910 feet, a distance of 706.67 feet to end of curve;

THENCE South $62^{\circ} 55'$ East with said Northerly right of way line 931.17 feet to an iron pipe and the PLACE OF BEGINNING of the herein described Twenty (20) acre tract;

THENCE North $27^{\circ} 05'$ East 740.5 feet to an iron pipe for corner;

THENCE South $62^{\circ} 55'$ East 1425.75 feet to an iron pipe set in the West Bank of the San Jacinto River;

THENCE Southerly with the meanders of the West Bank of the San Jacinto River, South $45^{\circ} 55'$ West 81.85 feet;

DEED RECORDS
VOLUME 6037 PAGE 353

036-27-0275

THENCE South 64° 04' West 830.02 feet to an iron pipe set in the Northerly right of way line of State Highway No. 73.

THENCE North 62° 55' West with the Northerly right of way line of State Highway No. 73, 900 feet to the PLACE OF BEGINNING.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging, unto the Grantee, its successors, and assigns FOREVER. And Grantors do hereby bind themselves, their heirs, executors and administrators to WARRANT AND FOREVER DEFEND, all and singular, the premises unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

To secure the payment of the Indebtedness herein, the Vendor's Lien is retained upon the real property herein conveyed, as well as Superior Title reserved, until such note evidencing the Indebtedness is fully paid according to its face, tenor and effect when this deed shall become absolute, such Indebtedness being further and additionally secured in its payment by a Deed of Trust, with power of sale, this day executed and delivered by Grantee to O. F. HORN, Trustee, for the use of the holder, or holders, thereof.

This conveyance is made by Grantors and accepted by Grantee subject to all mineral reservations set forth in instruments recorded in the pertinent records of Harris

DEED RECORDS
VOLUME 137 PAGE 354

036-27-0276

County, Texas and affecting the property herein conveyed.

EXECUTED at Houston, Texas, this 3d day of
August, 1965 A.D.

M. Michael Gordon
M. Michael Gordon

Frank F. Spata
Frank F. Spata

DEED RECORDS
Vol 61:37
Page 355

201
036-27-0277

THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this
day personally appeared M. MICHAEL GORDON and FRANK F.
SPATA, known to me to be the persons whose names are
subscribed to the foregoing instrument, and acknowledged
to me that they executed the same for the purposes and
consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3d
day of August, 1965 A.D.



Lucas M. Nagas
Notary Public in and for
Harris County, T e x a s

DEED RECORDS
Vol 6137 Page 356

036-27-0278

STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me, and was
duly RECORDED, in the Volume and Page of the named
RECORDS of Harris County, Texas, as shown; it hereon by
me, on

AUG 18 1965



Petermann
COUNTY CLERK
HARRIS COUNTY, TEXAS

Petermann
FILED
COUNTY CLERK
HARRIS COUNTY, TEXAS

AUG 18 10 15 AM 1965

M. MICHAEL GORDON, ET AL	TO	OLE PETERSON CONSTRUCTION COMPANY, INC.	GENERAL WARRANTY DEED	<i>Return to:</i> S.S. & Clemons, Jr 2131 - First City National Bldg, Building Harris Co., Houston, Tex M. MICHAEL GORDON ATTORNEY AT LAW SAN JACINTO BUILDING HOUSTON, TEXAS
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THE STATE OF TEXAS
COUNTY OF HARRIS

Know All Men by These Presents:

MORTGAGE RECORDS

THAT, The undersigned

VIRGILL C. MCGINNIS, TRUSTEE

VOL 5275 PAGE 514
036-21-0556

of the County of Harris, and State of Texas, herein styled parties of the first part, in consideration of the sum of TEN DOLLARS paid by party of the second part, hereinafter named, the receipt and sufficiency whereof is hereby acknowledged, and of the further consideration, uses, purposes, and trusts herein set forth and declared, have Granted, Bargained and Sold, and by these presents do Grant, Bargain, Sell, Alien, Convey and Confirm unto O. F. HORN, as Trustee, party of the second part, and also to the Substitute Trustee, as hereinafter provided, all of the following described real estate:

HA

Twenty (20) acres of land out of that certain 190.8 acre tract, in the J. T. Harrell Survey, Abstract 330, Harris County, Texas, and which 190.8 acre tract was conveyed by Edward Shields, et ux, to M. Michael Gordon, et al, by deed dated November 15, 1943, and recorded in Volume 1297, Page 16, of the Deed Records of Harris County, Texas, and which Twenty (20) acre tract is more particularly described as follows:

D

BEGINNING at a stake on the North Edge of Market Street Road right of way at the Southeast corner of the G. M. Farmer 80 Acre Tract and the Southwest corner of the said 190.8 acre tract;

THENCE North along the East line of said G. M. Farmer 80 Acre Tract to a 3/4" iron pipe set in the Northerly right of way line of State Highway No. 73, at 377 feet,

THENCE with a curve to the right along said right of way line, with a central angle of 21° 12', and a radius of 1910 feet, a distance of 706.67 feet to end of curve;

THENCE South 62° 55' East with said Northerly right of way line 931.17 feet to an iron pipe and the PLACE OF BEGINNING of the herein described Twenty (20) acre tract;

THENCE North 27° 05' East 740.5 feet to an iron pipe for corner;

THENCE South 62° 55' East 1425.75 feet to an iron pipe set in the West Bank of the San Jacinto River;

THENCE Southerly with the meanders of the West Bank of the San Jacinto River, South 45° 55' West 81.85 feet;

THENCE South 64° 04' West 830.02 feet to an iron pipe set in the Northerly right of way line of State Highway No. 73.

THENCE North 62° 55' West with the Northerly right of way line of State Highway No. 73, 900 feet to the PLACE OF BEGINNING.

50

MORTGAGE RECORDS

Vol 5275 REC 515

03E-21-0557

Together with all improvements now on, or hereafter placed thereon, and all rights and appurtenances thereunto in anywise belonging, and any after acquired title.

TO HAVE AND TO HOLD the said premises unto the said party of the second part, and to his successors and assigns forever; the undersigned hereby covenanting and agreeing to FOREVER WARRANT AND DEFEND the premises aforesaid, and every part thereof, unto the said Trustee hereinbefore named, and to the Substitute Trustee, and to the assigns of any Trustee hereunder, against all persons whomsoever, lawfully claiming or to claim the same or any part thereof, for and upon

the following trusts, terms and conditions, to-wit: That, whereas, said parties of the first part are justly indebted to _____

2. ✓ M. MICHAEL GORDON and FRANK F. SPATA

party of the third part herein, as evidenced by One (1) certain promissory note, of even date herewith, executed by the said parties of the first part, and payable to the order of the said party of the third part, in Houston, Harris County, Texas, as follows: Promissory note in the principal sum of \$40,000.00 payable to the order of M. MICHAEL GORDON and FRANK F. SPATA, in Houston, Harris County, Texas, as follows: In quarter-annual installments of ONE THOUSAND (\$1,000.00) DOLLARS each, plus the interest accrued on the unpaid balance at the rate of six (6%) per cent per annum the first of each quarter-annual installments of principal and interest to become due and payable on the 1st day of November, 1965 A.D. and a like installment of principal and interest to become due and payable on the 1st day each and every succeeding calendar months of February, May, August and November thereafter until the full amount of such note, principal and interest, is paid; the whole of such note, if not sooner paid, being due and payable on or before August 1, 1972 A.D.;

Said note is executed without the personal liability on the part of Virgill C. McGinnis.

036-21-0558

And this conveyance is made for the security and enforcement of the payment of said indebtedness.

Now, should the parties of the first part make prompt payment of said indebtedness, both principal and interest, as the same shall become due and payable, then this conveyance shall become null and void and of no further force or effect, and shall be released by the holder of said indebtedness, at the cost of said parties of the first part. But should parties of the first part make default in the punctual payment of said indebtedness, or any part thereof, principal or interest, as the same shall become due and payable, or fail to keep all taxes and assessments paid before they become delinquent on said property and on this mortgage, and on the notes hereby secured, which tax payments on this mortgage and the notes hereby secured, with the interest payments, are not to exceed ten percent per annum on the principal amount of said indebtedness; or fail to keep the improvements on said property insured against fire, and extended coverage in favor of any holder of the indebtedness hereby secured (who shall hold policies of insurance and certificates showing payment of taxes) in the full insurable value of such improvements, or fail to comply with any of the terms, conditions, provisions or stipulations contained in this deed of trust, then, and in any such case, the whole amount of said indebtedness remaining unpaid shall at the option of the party of the third part, or other holder thereof, immediately mature and become payable, and it shall thereupon, or at any time thereafter, the same or any part thereof remaining unpaid, be the duty of the said party of the second part herein, and of his successor or substitute, as hereinafter provided, on the request of the said party of the third part, or other holder of the indebtedness hereby secured, or any part thereof, (which request is hereby presumed), to enforce this Trust; and after advertising the time, place and terms of the sale of all of the above conveyed and described property for at least twenty-one days successively next before the day of sale, by posting up or causing to be posted up written or printed notices thereof at three public places in such county where said real estate is situated, one of which shall be at the Court House door of such county, which notices may be posted by the Trustee acting or by any other person, to sell the same in accordance with such advertisement, at public auction, in front of the door of the Court House of such county where such real estate is situated, in the State of Texas, on the first Tuesday in any month, between the hours of 10 o'clock a. m. and 4 o'clock p. m. to the highest bidder for cash—selling all the property above conveyed as an entirety or in parcels, as the Trustee acting may elect—and make due conveyance to the purchaser or purchasers, with general warranty, binding the said parties of the first part herein, and their heirs and assigns; and out of the money arising from such sale, the Trustee acting shall pay, first, all the expenses of advertising, sale and conveyance, including a commission of five per cent to himself; and then to the said party of the third part, or any other holder hereof, the full amount of principal, interest and attorney's fees due and unpaid on said indebtedness as hereinafter set forth rendering the balance of the purchase money, if any, to the said parties of the first part, their heirs and assigns; and said sale shall forever be a perpetual bar against the said parties of the first part, their heirs and assigns.

It is expressly agreed that the recitals in the conveyance to the purchaser shall be full evidence of the truth of the matters therein stated, and all prerequisites of said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against the parties of the first part herein, their heirs and assigns, whether such prerequisites shall have been performed or shall not have been performed. In case of the absence, death, inability, refusal or failure of the Trustee herein named to act, a successor and substitute may be named, constituted and appointed by the said party of the third part herein, or other holder of said indebtedness, or any part thereof, without other formality than an appointment and designation in writing; and this conveyance shall vest in him as Trustee, the estate and title in all said premises, and he shall thereupon hold, possess and execute all the title, rights, powers and duties herein conferred on said Trustee named, and his conveyance to the purchaser shall be equally valid and effective; and such right to appoint a successor or Substitute Trustee shall exist as often as, and whenever from any of said causes, any Trustee, original or substitute, can not or will not act. The party of the third part, or other holder of the indebtedness, shall have the right to purchase at such sale, being the highest bidder. The right of sale hereunder shall not be exhausted by one or any sale, but the Trustee or Substitute Trustee may make other and successive sales until all of the property subject to this deed of trust be legally sold.

It is further expressly stipulated and understood that the lien hereby created shall take precedence over and be a prior lien to any other lien of any character, whether materialman's or mechanic's lien, hereafter incurred on the property herein described.

It is further agreed and stipulated that the security herein and hereby provided shall not affect, nor be affected by, any other or further security taken or to be taken for the same indebtedness, or any part thereof.

In event of any default by parties of the first part in any of the terms, conditions, covenants and stipulations herein contained and/or if the hereinbefore described property becomes vacant, then and in that event the holder of said indebtedness or his agent or the Trustee herein, or the Substitute Trustee hereinbefore provided for, may (at the request of the holder of the whole or any part of the indebtedness hereby secured, which request is hereby presumed) take possession of said property and rent same for such rental as he deems proper, and any moneys actually collected as rental less any proper and reasonable cost and expense of collection shall be applied as a credit on the indebtedness hereby secured, and as further security for the payment of the indebtedness hereby secured, parties of the first part covenant and agree that the holder or holders of the indebtedness hereby secured shall have and are hereby given an express lien on the rents and income of the property herein conveyed, and first parties do hereby assign and transfer said rents and income to the holder or holders of said indebtedness, and authorize the Trustee or the holder or holders of said indebtedness herein, in the event of any default by first parties in any of the terms, conditions, covenants and stipulations herein contained, to collect and use the rents, income and revenue and apply the same as a credit on the indebtedness hereby secured, nothing herein to affect or impair any right of foreclosure, which is hereby expressly reserved. Provided, however, that neither said Trustee or the holder or holders of said indebtedness shall be required to collect any such rent or income or be liable or chargeable for failure to do so.

All moneys actually collected from fire and extended coverage insurance policies on the improvements on the hereinbefore described real property shall be applied as a credit on the indebtedness hereby secured, at the option of the holder or holders of said indebtedness.

In the event that any other or further improvements than those now situated upon the above described property, or which are herein and hereby contemplated to be placed thereon, are erected or attempted to be erected upon the above described property, or in the event that any mechanic, laborer, or materialman, file, or attempt to file, or attempt to claim, any lien on the above described property, then, and in that event, the principal, interest and attorney's fees on the indebtedness hereby secured shall, at the option of the holder or owner thereof, immediately become due and payable by said parties of the first part.

Any holder of any part of the indebtedness hereby secured shall have the option of paying taxes and insurance hereunder and in such event the same so expended shall operate as a lien on the real property herein described and be secured hereby. And any amount so advanced shall be payable on demand and bear interest at the rate of 10 per cent per annum.

036-21-0559

It is expressly stipulated and agreed that parties of the first part shall keep and maintain buildings and improvements on said land in a good state of repair and will not attempt to alter, tear down, or remove the same, or any part thereof, or permit same, or any part thereof, to be altered, torn down, or removed from said premises without the written consent of the holder of the indebtedness hereby secured. A failure to keep and perform this covenant or agreement, or if it should be discovered after the execution and delivery of this instrument, that there is a defect in the title of the parties of the first part to the property herein conveyed, or that there is a lien of any nature whatsoever on the same, or any part thereof, equal or superior in rank to the lien of this instrument, or if a homestead claim is set up to the same, or any part thereof, adverse to this trust, and parties of the first part fail for fifteen (15) days after demand by the Trustee, or by the holder of said indebtedness or any part thereof to correct the defect in such title, or perfect the same, or remove said lien, or homestead claim, or if parties of the first part become insolvent or bankrupt, or make any assignment for benefit of creditors, or a receiver of their property be appointed, then any such default, failure or contingency, shall, at the option of the holder, mature the entire indebtedness hereby secured, and authorize foreclosure by Trustee's sale or otherwise, and the Trustee, or Substitute Trustee, or any holder of the indebtedness hereby secured, or any part thereof, is authorized to prevent any breach of said covenant or agreement, or any part thereof, by injunction or otherwise, at the expense of first parties.

Parties of the first part hereby expressly covenant, warrant and represent that they have never lived upon, used or claimed, and that they do not now live upon, use or claim, and that they have no present intention of ever living upon, using or claiming, any part, or all, of the heretofore described property, premises and improvements, or any part thereof, as their residence or business homestead, and they do hereby expressly waive, renounce, and release any and all homestead rights, claims and other exemptions in and to the heretofore described property, premises and improvements, which they have, or may be entitled to, in and to said described property, premises and improvements, under and by virtue of the laws and constitution of the State of Texas, and party of the first part hereby designates and sets apart as the only homestead to which they are entitled the property which they are now occupying, described as follows:

It is further agreed that any and all renewals, rearrangements and/or extensions may be made of the time of payment of all or any part or parts of the indebtedness secured hereby, or any part of the security herein described may be released, without in anywise altering, varying, or diminishing, the force, effect or lien of this instrument, or of the renewal or extension of it, and this instrument shall continue as a first lien on all said lands and premises not expressly released until all sums, with interest and charges, hereby secured, are fully paid.

It is further agreed that this instrument shall be and remain in full force and effect to secure the payment of any and all indebtedness of first parties to third party hereinafter incurred, however the same may accrue.

It is further agreed that in the event of a foreclosure under the power granted hereby, the owner in possession of said property shall thereupon become the tenant at will of the purchaser at such foreclosure sale, and should such tenant refuse to surrender possession of said property upon demand, the purchaser shall thereupon be entitled to institute and maintain the statutory action for forcible detainer, and procure a writ of possession thereunder.

In the event any portion of the indebtedness evidenced by the above described notes is not, for any reason, secured by this deed of trust on the above described property, it is expressly stipulated, provided and agreed that the full amount of all payments hereafter made upon said notes shall be first applied to such unsecured portion of said indebtedness until the same has been fully paid.

The promissory note, herein described and secured hereby, is the same note set forth and described in deed, of even date, from Beneficiaries herein to the Grantee herein, and in which deed the Vendor's Lien was retained, and Superior Title reserved to secure its payment. The taking of this Deed of Trust is not in lieu of such Vendor's Lien and Superior Title, but is additional thereto, and cumulative thereof, and a foreclosure under the powers herein granted will operate also to foreclose such Vendor's Lien.

When this Deed of Trust is executed by only one person as party of the First Part, it shall be construed as if parties of the first part were written party of the first part, and words in their number were changed to correspond.

EXECUTED at Houston, in Harris County, Texas, on this the 3 day of AUGUST, A. D. 1965.

Virgil C. McGinnis
Virgil C. McGinnis, Trustee

JOINT OR WIFE'S SEPARATE ACKNOWLEDGMENT

MORTGAGE RECORDS

VOL 5275 PAGE 518

STATE OF TEXAS,

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____

_____ known to me to be the
 persons whose names _____ subscribed to the foregoing instrument, and acknowledged to me that _____ each executed
 the same for the purposes and consideration therein expressed, and the said _____

_____ wife of

_____ having been examined by me privily and apart from her husband and having the same fully explained to her by me, she, the said

acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and
 consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the _____ day of _____, A. D. 19 _____

Notary Public in and for _____ County, Texas.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF TEXAS,

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared VIRGILL C. MCGINNIS,

TRUSTEE

_____ known to me to be the person
 whose name _____ subscribed to the foregoing instrument, and acknowledged to me that he _____ executed the same
 for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this the _____ day of August _____, A. D. 1968.

Notary Public in and for Harris County, Texas.

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally
 appeared _____, known to me to be the person whose name is
 subscribed to the foregoing instrument, as _____ of

a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the
 capacity therein stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the _____ day of _____, A. D. 19 _____

Notary Public in and for _____ County, Texas.

DEED OF TRUST

VIRGILL C. MCGINNIS, TRUSTEE

TO

O. F. HORN

TRUSTEE FOR USE OF

M. MICHAEL GORDON

and

FRANK P. SPATA

Return To:

M. Michael Gordon

1273 Glen Jacinto

Houston, TX

STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED on
 the date and at the time stamped hereon by me, and was
 duly RECORDED, in the Volume and Page of the named
 RECORDS of Harris County, Texas, as stamped hereon by
 me, on

AUG 12 1968



Notary Public
 COUNTY CLERK
 HARRIS COUNTY, TEXAS

FILED
 AUG 12 3 26 PM 1968
 HARRIS COUNTY, TEXAS

70 1016
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C144263GENERAL WARRANTY DEED

DEED RECORDS

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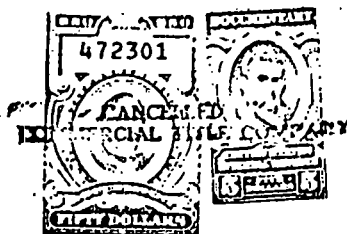
THE STATE OF TEXAS |
|
COUNTY OF HARRIS |

KNOW ALL MEN BY THESE PRESENTS:

036-27-0274

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THAT M. MICHAEL GORDON, a single man, and FRANK F. SPATA (the latter, not joined herein by his wife for the reason that the hereinafter conveyed property does not form or constitute any part of his business or residence homestead), of the County of Harris, State of Texas, (hereinafter called Grantors), for and in consideration of the sum of TEN (\$10.00) DOLLARS to them in hand paid by VIRGILL C. MCGINNIS, TRUSTEE, (hereinafter called Grantee), the receipt and sufficiency of which is hereby acknowledged and confessed and the further consideration of the execution and delivery by Grantee of its one promissory note (sometimes referred to herein as "Indebtedness"), of even date, in the principal sum of FORTY THOUSAND AND NO/100 (\$40,000.00) DOLLARS, payable to the order of Grantors in quarter-annual installments of ONE THOUSAND (\$1,000.00) DOLLARS each, plus the interest accrued on the unpaid principal balance at the rate of six (6%) per cent per annum, the first of such installments of principal and interest to become due and payable on the 1st day of November, 1965, and a like installment to become due and payable on the 1st day of each and every succeeding calendar months of February; May, August and November thereafter until the full amount of principal and interest is paid, the whole of such note, if



not sooner paid, being due and payable on or before the 1st day of August, 1972 A.D.; such note containing the usual accelerating maturity, past due interest and attorney's fees clauses.

DEED RECORDS
Vol 6037 Pm 353

Have GRANTED, SOLD and CONVEYED and by these presents do GRANT, SELL and CONVEY unto the Grantee, of the County of Harris, State of Texas, the following described real property, to-wit:

036-27-0275

TWENTY (20) acres of land out of that certain 190.8 acre tract, in the J. T. Harrell Survey, Abstract 330, Harris County, Texas, and which 190.8 acre tract was conveyed by Edward Shields, et ux, to M. Michael Gordon, et al, by deed dated November 15, 1943, and recorded in Volume 1297, Page 16, of the Deed Records of Harris County, Texas, and which Twenty (20) acre tract is more particularly described as follows:

BEGINNING at a stake on the North Edge of Market Street Road right of way at the Southeast corner of the G. M. Farmer 80 Acre Tract and the Southwest corner of the said 190.8 acre tract;

THENCE North along the East line of said G. M. Farmer 80 Acre Tract to a 3/4" iron pipe set in the Northerly right of way line of State Highway No. 73, at 377 feet;

THENCE with a curve to the right along said right of way line, with a central angle of $21^{\circ} 12'$, and a radius of 1910 feet, a distance of 706.67 feet to end of curve;

THENCE South $62^{\circ} 55'$ East with said Northerly right of way line 931.17 feet to an iron pipe and the PLACE OF BEGINNING of the herein described Twenty (20) acre tract;

THENCE North $27^{\circ} 05'$ East 740.5 feet to an iron pipe for corner;

THENCE South $62^{\circ} 55'$ East 1425.75 feet to an iron pipe set in the West Bank of the San Jacinto River;

THENCE Southerly with the meanders of the West Bank of the San Jacinto River, South $45^{\circ} 55'$ West 81.85 feet;

DEED RECORDS
VOLUME 6137 PAGE 354

036-27-0276

THENCE South 64° 04' West 830.02 feet to an iron pipe set in the Northerly right of way line of State Highway No. 73.

THENCE North 62° 55' West with the Northerly right of way line of State Highway No. 73, 900 feet to the PLACE OF BEGINNING.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging, unto the Grantee, its successors, and assigns FOREVER. And Grantors do hereby bind themselves, their heirs, executors and administrators to WARRANT AND FOREVER DEFEND, all and singular, the premises unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

To secure the payment of the Indebtedness herein, the Vendor's Lien is retained upon the real property herein conveyed, as well as Superior Title reserved, until such note evidencing the Indebtedness is fully paid according to its face, tenor and effect when this deed shall become absolute, such Indebtedness being further and additionally secured in its payment by a Deed of Trust, with power of sale, this day executed and delivered by Grantee to O. F. HORN, Trustee, for the use of the holder, or holders, thereof.

This conveyance is made by Grantors and accepted by Grantee subject to all mineral reservations set forth in instruments recorded in the pertinent records of Harris

County, Texas and affecting the property herein conveyed.

EXECUTED at Houston, Texas, this 3d day of
August, 1965 A.D.

M. Michael Gordon
M. Michael Gordon

Frank F. Spata
Frank F. Spata

DEED RECORDS
Vol 6837 Ind 355

20K

036-27-0277

THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this
day personally appeared M. MICHAEL GORDON and FRANK F.
SPATA, known to me to be the persons whose names are
subscribed to the foregoing instrument, and acknowledged
to me that they executed the same for the purposes and
consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3d
day of August, 1965 A.D.



Luc M. Nagas
Notary Public in and for
Harris County, T e x a s

324
C141412

AUG-12-65 660342 - C 141412 LS B PD

7:30

THE STATE OF TEXAS
COUNTY OF HARRIS

Know All Men by These Presents

THAT, The undersigned

VERGILL C. MCGINNIS, TRUSTEE

MORTGAGE RECORDS

Vol. 5275 p. 514
036-21-0536

734
of the County of Harris, and State of Texas, herein styled parties of the first part, in consideration of the sum of TEN DOLLARS paid by party of the second part, hereinafter named, the receipt and sufficiency whereof is hereby acknowledged, and of the further consideration, uses, purposes, and trusts herein set forth and declared, have Granted, Bargained and Sold, and by these presents do Grant, Bargain, Sell, Alien, Convey and Confirm unto O. E. HORN, as Trustee, party of the second part, and also to the Substitute Trustee, as hereinafter provided, all of the following described real estate:

Twenty (20) acres of land out of that certain 190.8 acre tract, in the J. T. Hamrell Survey, Abstract 330, Harris County, Texas, and which 190.8 acre tract was conveyed by Edward Shields, et ux, to M. Michael Gordon, et al. by deed dated November 15, 1943, and recorded in Volume 1297, Page 16, of the Deed Records of Harris County, Texas, and which Twenty (20) acre tract is more particularly described as follows:

BEGINNING at a stake on the North Edge of Market Street Road right of way at the Southeast corner of the G. M. Farmer 80 Acre Tract and the Southwest corner of the said 190.8 acre tract;

THENCE North along the East line of said G. M. Farmer 80 Acre Tract to a 3/4" iron pipe set in the Northerly right of way line of State Highway No. 73, at 377 feet,

THENCE with a curve to the right along said right of way line, with a central angle of 21° 12', and a radius of 1910 feet, a distance of 706.67 feet to end of curve;

THENCE South 62° 55' East with said Northerly right of way line 931.17 feet to an iron pipe and the PLACE OF BEGINNING of the herein described Twenty (20) acre tract;

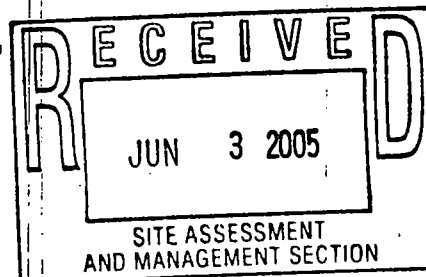
THENCE North 27° 05' East 740.5 feet to an iron pipe for corner;

THENCE South 62° 55' East 1425.75 feet to an iron pipe set in the West Bank of the San Jacinto River;

THENCE Southerly with the meanders of the West Bank of the San Jacinto River, South 45° 55' West 81.85 feet;

THENCE South 64° 04' West 830.02 feet to an iron pipe set in the Northerly right of way line of State Highway No. 73.

THENCE North 62° 55' West with the Northerly right of way line of State Highway No. 73, 900 feet to the PLACE OF BEGINNING.



FILED
Peterson
COUNTY CLERK
HARRIS COUNTY, TEXAS

AUG 18 10 15 AM 1965

M. MICHAEL GORDON, ET AL

TO

OLE PETERSON CONSTRUCTION
COMPANY, INC.

GENERAL WARRANTY DEED

Returns to
S.S. A. Clendon, Jr

2131- First City National
Bank Building, Houston, Tex

M. MICHAEL GORDON
ATTORNEY AT LAW
SAN JACINTO BUILDING
HOUSTON, TEXAS



Peterson
COUNTY CLERK
HARRIS COUNTY, TEXAS

AUG 18 1965

STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me, and was
RECORDED in the Volume and Page of the named
RECORDS of Harris County, Texas, as shown by
me, on

DEED RECORDS
VOLUME 6037 PAGE 356

036-27-0278

MORTGAGE RECORDS

VOL 5275 PAGE 515

036-21-0557

Together with all improvements now on, or hereafter placed thereon, and all rights and appurtenances thereunto in anywise belonging, and any after acquired title.

TO HAVE AND TO HOLD the said premises unto the said party of the second part, and to his successors and assigns forever; the undersigned hereby covenanting and agreeing to FOREVER WARRANT AND DEFEND the premises aforesaid, and every part thereof, unto the said Trustee hereinbefore named, and to the Substitute Trustee, and to the assigns of any Trustee hereunder, against all persons whomsoever, lawfully claiming or to claim the same or any part thereof, for and upon

the following trusts, terms and conditions, to-wit: That, whereas, said parties of the first part are justly indebted to _____

2. ✓ M. MICHAEL GORDON and FRANK F. SPATA

party of the third part herein, as evidenced by one (1) certain promissory note, of even date herewith, executed by the said parties of the first part, and payable to the order of the said party of the third part, in Houston, Harris County, Texas, as follows: Promissory note in the principal sum of \$40,000.00 payable to the order of M. MICHAEL GORDON and FRANK F. SPATA, in Houston, Harris County, Texas, as follows: In quarter-annual installments of ONE THOUSAND (\$1,000.00) DOLLARS each, plus the interest accrued on the unpaid balance at the rate of six (6%) per cent per annum the first of each quarter-annual installments of principal and interest to become due and payable on the 1st day of November, 1965 A.D. and a like installment of principal and interest to become due and payable on the 1st day each and every succeeding calendar months of February, May, August and November thereafter until the full amount of such note, principal and interest, is paid; the whole of such note, if not sooner paid, being due and payable on or before August 1, 1972 A.D.;

Said note is executed without the personal liability on the part of Virgill C. McGinnes.

036-21-0558

And this conveyance is made for the security and enforcement of the payment of said indebtedness.

Now, should the parties of the first part make prompt payment of said indebtedness, both principal and interest, as the same shall become due and payable, then this conveyance shall become null and void and of no further force or effect, and shall be released by the holder of said indebtedness, at the cost of said parties of the first part. But should parties of the first part make default in the punctual payment of said indebtedness, or any part thereof, principal or interest, as the same shall become due and payable, or fail to keep all taxes and assessments paid before they become delinquent on said property and on this mortgage, and on the notes hereby secured, which tax payments on this mortgage, and the notes hereby secured, with the interest payments, are not to exceed ten percent per annum on the principal amount of said indebtedness; or fail to keep the improvements on said property insured against fire, and extended coverage in favor of any holder of the indebtedness hereby secured (who shall hold policies of insurance and certificates showing payment of taxes) in the full insurable value of such improvements, or fail to comply with any of the terms, conditions, provisions or stipulations contained in this deed of trust, then, and in any such case, the whole amount of said indebtedness remaining unpaid shall at the option of the party of the third part, or other holder thereof, immediately mature and become payable, and it shall thereupon, or at any time thereafter, the same or any part thereof remaining unpaid, be the duty of the said party of the second part herein, and of his successor or substitute, as hereinafter provided, on the request of the said party of the third part, or other holder of the indebtedness hereby secured, or any part thereof, (which request is hereby presumed), to enforce this Trust; and after advertising the time, place and terms of the sale of all of the above conveyed and described property for at least twenty-one days successively next before the day of sale, by posting up or causing to be posted up written or printed notices thereof at three public places in such county where said real estate is situated, one of which shall be at the Court House door of such county, which notices may be posted by the Trustee acting or by any other person, to sell the same in accordance with such advertisement, at public auction, in front of the door of the Court House of such county where such real estate is situated, in the State of Texas, on the first Tuesday in any month, between the hours of 10 o'clock a. m. and 4 o'clock p. m. to the highest bidder for cash—selling all the property above conveyed as an entirety or in parcels, as the Trustee acting may elect—and make due conveyance to the purchaser or purchasers, with general warranty, binding the said parties of the first part herein, and their heirs and assigns; and out of the money arising from such sale, the Trustee acting shall pay, first, all the expenses of advertising, sale and conveyance, including a commission of five per cent to himself; and then to the said party of the third part, or any other holder thereof, the full amount of principal, interest and attorney's fees due and unpaid on said indebtedness as hereinafter set forth, rendering the balance of the purchase money, if any, to the said parties of the first part, their heirs and assigns; and said sale shall forever be a perpetual bar against the said parties of the first part, their heirs and assigns.

It is expressly agreed that the recitals in the conveyance to the purchaser shall be full evidence of the truth of the matters therein stated, and all prerequisites of said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against the parties of the first part herein, their heirs and assigns, whether such prerequisites shall have been performed or shall not have been performed. In case of the absence, death, inability, refusal or failure of the Trustee herein named to act, a successor and substitute may be named, constituted and appointed by the said party of the third part herein, or other holder of said indebtedness, or any part thereof, without other formality than an appointment and designation in writing; and this conveyance shall vest in him as Trustee, the estate and title in all said premises, and he shall thereupon hold, possess and execute all the title, rights, powers and duties herein conferred on said Trustee named, and his conveyance to the purchaser shall be equally valid and effective; and such right to appoint a successor or Substitute Trustee shall exist as often as, and whenever, from any of said causes, any Trustee, original or substitute, can not or will not act. The party of the third part, or other holder of the indebtedness, shall have the right to purchase at such sale, being the highest bidder. The right of sale hereunder shall not be exhausted by one or any sale, but the Trustee or Substitute Trustee may make other and successive sales until all of the property subject to this deed of trust be legally sold.

It is further expressly stipulated and understood that the lien hereby created shall take precedence over and be a prior lien to any other lien of any character, whether materialman's or mechanic's lien, hereafter incurred on the property herein described.

It is further agreed and stipulated that the security herein and hereby provided shall not affect, nor be affected by, any other or further security taken or to be taken for the same indebtedness, or any part thereof.

In event of any default by parties of the first part in any of the terms, conditions, covenants and stipulations herein contained and/or if the hereinbefore described property becomes vacant, then and in that event the holder of said indebtedness or his agent or the Trustee herein, or the Substitute Trustee hereinbefore provided for, may (at the request of the holder of the whole or any part of the indebtedness hereby secured, which request is hereby presumed) take possession of said property and rent same for such rental as he deems proper, and any moneys actually collected as rental less any proper and reasonable cost and expense of collection shall be applied as a credit on the indebtedness hereby secured, and as further security for the payment of the indebtedness hereby secured, parties of the first part covenant and agree that the holder or holders of the indebtedness hereby secured shall have and are hereby given an express lien on the rents and income of the property herein conveyed, and first parties do hereby assign and transfer said rents and income to the holder or holders of said indebtedness, and authorize the Trustee or the holder or holders of said indebtedness herein, in the event of any default by first parties in any of the terms, conditions, covenants and stipulations herein contained, to collect and use the rents, income and revenue and apply the same as a credit on the indebtedness hereby secured, nothing herein to affect or impair any right of foreclosure, which is hereby expressly reserved. Provided, however, that neither said Trustee or the holder, or holders of said indebtedness shall be required to collect any such rent or income or be liable or chargeable for failure to do so.

All moneys actually collected from fire and extended coverage insurance policies on the improvements on the hereinbefore described real property shall be applied as a credit on the indebtedness hereby secured, at the option of the holder or holders of said indebtedness.

In the event that any other or further improvements than those now situated upon the above described property, or which are herein and hereby contemplated to be placed thereon, are erected or attempted to be erected upon the above described property, or in the event that any mechanic, laborer, or materialman, file, or attempt to file, or attempt to claim, any lien on the above described property, then, and in that event, the principal, interest and attorney's fees on the indebtedness hereby secured shall, at the option of the holder or owner thereof, immediately become due and payable by said parties of the first part.

Any holder of any part of the indebtedness hereby secured shall have the option of paying taxes and insurance hereunder and in such event the sums so expended shall operate as a lien on the real property herein described and be secured hereby. And any amount so advanced shall be payable on demand and bear interest at the rate of 10 per cent per annum.

036-21-0559

It is expressly stipulated and agreed that parties of the first part shall keep and maintain buildings and improvements on said land in a good state of repair and will not attempt to alter, tear down or remove the same or any part thereof, or permit same, or any part thereof, to be altered, torn down, or removed from said premises without the written consent of the holder of the indebtedness hereby secured. A failure to keep and perform this covenant or agreement, or if it should be discovered after the execution and delivery of this instrument, that there is a defect in the title of the parties of the first part to the property herein conveyed, or that there is a lien of any nature whatsoever on the same, or any part thereof, equal or superior in rank to the lien of this instrument, or if a homestead claim is set up to the same, or any part thereof, adverse to this trust, and parties of the first part fail for fifteen (15) days after demand by the Trustee, or by the holder of said indebtedness or any part thereof, to correct the defect in such title, or perfect the same, or remove said lien, or homestead claim, or if parties of the first part become insolvent or bankrupt, or make any assignment for benefit of creditors, or a receiver of their property be appointed, then any such default, failure or contingency shall, at the option of the holder, mature the entire indebtedness hereby secured, and authorize foreclosure by Trustee's sale or otherwise, and the Trustee, or Substitute Trustee, or any holder of the indebtedness hereby secured, or any part thereof, is authorized to prevent any breach of said covenant or agreement, or any part thereof, by injunction or otherwise, at the expense of first parties.

Parties of the first part hereby expressly covenant, warrant and represent that they have never lived upon, used or claimed, and that they do not now live upon, use or claim, and that they have no present intention of ever living upon, using or claiming, any part, or all, of the hereinbefore described property, premises and improvements, or any part thereof, as their residence or business homestead, and they do hereby expressly waive, renounce, and release any and all homestead rights, claims and other exemptions in and to the hereinbefore described property, premises and improvements, which they have, or may be entitled to, in and to said described property, premises and improvements, under and by virtue of the laws and constitution of the State of Texas; and party of the first part hereby designates and sets apart as the only homestead to which they are entitled the property which they are now occupying, described as follows:

It is further agreed that any and all renewals, rearrangements, and/or extensions may be made of the time of payment of all or any part or parts of the indebtedness secured hereby, or any part of the security herein described may be released, without in anywise altering, varying, or diminishing, the force, effect or lien of this instrument, or of the renewal or extension of it, and this instrument shall continue as a first lien on all said lands and premises not expressly released until all sums, with interest and charges, hereby, secured, are fully paid.

It is further agreed that this instrument shall be and remain in full force and effect to secure the payment of any and all indebtedness of first parties to third party hereinafter incurred, however the same may accrue.

It is further agreed that in the event of a foreclosure under the power granted hereby, the owner in possession of said property shall thereupon become the tenant at will of the purchaser at such foreclosure sale, and should such tenant refuse to surrender possession of said property upon demand, the purchaser shall thereupon be entitled to institute and maintain the statutory action for forcible detainer, and procure a writ of possession thereunder.

In the event any portion of the indebtedness evidenced by the above described notes is not, for any reason, secured by this deed of trust on the above described property, it is expressly stipulated, provided and agreed that the full amount of all payments hereafter made upon said notes shall be first applied to such unsecured portion of said indebtedness until the same has been fully paid.

The promissory note, herein described and secured hereby, is the same note set forth and described in deed, of even date, from Beneficiaries herein to the Grantee herein, and in which deed the Vendor's Lien was retained, and Superior Title reserved to secure its payment. The taking of this Deed of Trust is not in lieu of such Vendor's Lien and Superior Title, but is additional thereto, and cumulative thereof, and a foreclosure under the powers herein granted will operate also to foreclose such Vendor's Lien.

When this Deed of Trust is executed by only one person as Party of the First Part, it shall be construed as if parties of the first part were written party of the first part, and words in their number were changed to correspond.

EXECUTED at Houston, in Harris County, Texas, on this 3 day of August, A. D. 1965.

Virgill C. McGinnis
Virgill C. McGinnis, Trustee 108

JOINT OR WIFE'S SEPARATE ACKNOWLEDGMENT

MORTGAGE RECORDS
VOL 5275 PAGE 518

STATE OF TEXAS,
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the
persons whose names _____ subscribed to the foregoing instrument, and acknowledged to me that each executed
the same for the purposes and consideration therein expressed, and the said _____ wife of _____
having been examined by me privily and apart from her husband and having the same fully explained to her by me, she, the said
acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and
consideration therein expressed, and that she did not wish to retract it.
Given under my hand and seal of office, this the _____ day of _____, A. D. 19____

Notary Public in and for _____ County, Texas.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF TEXAS,
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared VIRGILL C. MCGINNIS, TRUSTEE, known to me to be the person
whose name _____ subscribed to the foregoing instrument, and acknowledged to me that he executed the same
for the purposes and consideration therein expressed, and in the capacity therein stated.
Given under my hand and seal of office, this the _____ day of August, A. D. 1965

Notary Public in and for Harris County, Texas.

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is
subscribed to the foregoing instrument, as _____ of _____
a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the
capacity therein stated, and as the act and deed of said corporation.
Given under my hand and seal of office this the _____ day of _____, A. D. 19____

Notary Public in and for _____ County, Texas.

DEED OF TRUST

VIRGILL C. MCGINNIS, TRUSTEE

TO

O. F. HORN

TRUSTEE FOR USE OF

M. MICHAEL GORDON

and

FRANK F. SPATA

Return To:

M. Michael Gordon

14173 San Jacinto

1300 E. 8th

Alamo, Texas 78004

STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me, and was
duly RECORDED, in the Volume and Page of the named
RECORDS of Harris County, Texas, as stamped hereon by
me, on

AUG 12 1965



County Clerk
HARRIS COUNTY, TEXAS

Aug 12 3 26 PM 1965

FILED
HARRIS COUNTY, TEXAS

B374532

AUG-9-61

60767

B374532

LS B PD

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ASSIGNMENT OF PROMISSORY NOTE AND LIENS

DEED RECORDS

VOL 4455 PAGE 80

THE STATE OF TEXAS

056-13-0172

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

That FRANK F. SPATA and M. MICHAEL GORDON, of the County of Harris, State of Texas (hereinafter called Assignors), for and in consideration of the sum of TEN (\$10.00) DOLLARS cash in hand paid by CITIZENS STATE BANK, HOUSTON, TEXAS (hereinafter called Assignee), the receipt and sufficiency of which is hereby acknowledged and confessed;

Have SOLD, ASSIGNED, TRANSFERRED and DELIVERED and by these presents do SELL, ASSIGN, TRANSFER and DELIVER unto Assignee, with recourse, the hereinafter described promissory note, together with any and all liens or interest of any kind or character or description in and on the hereinafter described property and premises securing the payment of the note herein assigned, and do hereby WARRANT that Assignors are the legal owners and holders of the note, and that all credits to which the note is entitled appear on the reverse side thereof.

The note herein assigned, and the property securing it, are described as follows:

One certain promissory note, dated July 18, 1958 A. D., in the principal sum of FORTY THOUSAND (\$40,000.00) DOLLARS, executed by HENRY T. HILLIARD, bearing interest at the rate of five per cent (5%) per annum, being due and payable to the order of M. MICHAEL GORDON and FRANK F. SPATA in ten (10) equal annual principal installments of FOUR THOUSAND (\$4,000.00) DOLLARS each, plus interest accrued on the unpaid balance to the due date of each installment, the first of such installments of principal and interest to become due and payable on or before the 15th day of July, 1959 A. D., and a like installment to become due and payable on or before the 15th day of each and every succeeding month of July thereafter until the full amount of such note, principal and interest, is paid, such note being secured in its payment by the Vendor's Lien retained in Deed, of even date therewith, and recorded in Volume 3535, Page 277, of the Deed Records

Return to
M. MICHAEL GORDON
11115

1951 AUG 9 AM 11 15

056-13-0173

DEED RECORDS

4455 PAGE 81

of Harris County, Texas, conveying a certain tract of land containing 23.511 acres out of the J. T. Harrell Survey, Abstract No. 330, Harris County, Texas, and being further and additionally secured in its payment by Deed of Trust to M. MICHAEL GORDON, Trustee, recorded in Volume 3082, Page 70, of the Mortgage Records of Harris County, Texas.

TO HAVE AND TO HOLD, all and singular, the above described promissory note, rights, titles, interests, liens, powers and instruments, together with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining thereto, unto Assignee, its successors and assigns FOREVER.

Assignors do hereby covenant that they are the true and lawful owners of all that is above assigned and transferred; that they have full right, power and authority to grant, transfer and assign the same; and that there is now owing upon such note the principal sum of TWENTY-EIGHT THOUSAND (\$28,000.00) DOLLARS, together with interest thereon from July 15, 1961 A. D., as in such note provided.

EXECUTED at Houston, Texas, this 26th day of August, 1961 A. D.

Frank F. Spata
Frank F. Spata

M. Michael Gordon
M. Michael Gordon

THE STATE OF TEXAS
COUNTY OF HARRIS

056-13-0174

DEED RECORDS

VOL 4455 PAGE 82

BEFORE ME, the undersigned authority, on this day personally appeared FRANK F. SPATA and M. MICHAEL GORDON, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Feb GIVEN UNDER MY HAND AND SEAL OF OFFICE, this day of August, 1961 A. D.

Notary Public in and for
Harris County, Texas

DEED RECORDS

VOL 4455 PAGE 83

056-13-0175

STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was filed on the
date and at the time stamped herein by me, and was duly
RECORDED, in the Volume and Page of the Deed RECORDS
of Harris County, Texas, as stamped herein by me on

AUG 9 1961



Robert A. ...
COUNTY CLERK
HARRIS COUNTY, TEXAS

FRANK F. SPATA and
M. MICHAEL GORDON

to

CITIZENS STATE BANK,
HOUSTON, TEXAS

ASSIGNMENT OF
PROMISSORY NOTE AND LIENS

Return to

M. MICHAEL GORDON
ATTORNEY AT LAW
HOUSTON, TEXAS

25
In

B458384 3/44
THE STATE OF TEXAS
COUNTY OF HARRIS

FILM CODE
065-10-026
DEED OF TRUST

MCILGAGE RECORDS
V. 4001 H. 286

KNOW ALL MEN BY THESE PRESENTS:

FILM CODE
065-10-026

265 The M. MICHAEL GORDON and FRANK P. SPATA,

181462 45658 - 0458350 LS B RD 5.90

of HARRIS County, Texas, hereinafter styled Grantors (whether one or more) for the purpose of securing the indebtedness hereinafter described, and in consideration of the sum of TEN DOLLARS (\$10.00), to us in hand paid by the Trustee hereinafter named, the receipt of which is hereby acknowledged, and for the further consideration of the trust, purpose and trusts hereinafter set forth, have granted, sold and conveyed, and by these presents do grant, sell and convey unto A. V. PAGE, Trustee, of HARRIS County, Texas, and his substitutes or successors, all of the following described real property situated in Harris County, Texas, and described as follows, to-wit:

59 Being 18.708 acres of land in the J.T. Harrell Survey, Abstract No. 130, Harris County, Texas, more particularly described as follows: COMMENCING at an iron pipe on the West bank of the San Jacinto River and in the South line of Market Street Road; THENCE N. 55° 13' W. 553.9 feet along the South line of said road to an offset point in the South line of said road; THENCE S. 34° 47' W. 75 feet to another offset point in the South line of said road; THENCE N. 55° 13' W. 231.70 feet along the South line of said road to a stake at the place of beginning from which an iron pipe bears S. 33° 05' E. 75.03 feet; THENCE S. 33° 05' W. 1663.92 feet to an iron pipe; THENCE N. 55° 13' W. 384.84 feet to an iron pipe on the East bank of Old River Lake; THENCE up the bank of Old River Lake with the following meanders: N. 10° 07' E. 300.92 feet to an iron pipe; N. 26° 54' E. 718 feet to an iron pipe; S. 65° 27' E. 185 feet to a stake; N. 27° 26' E. 610 feet to a stake; N. 60° 37' W. 127.62 feet to an iron pipe; S. 75° 54' W. 202 feet to an iron pipe at the mouth of a ditch flowing into said lake; THENCE N. 14° 49' E. 137.58 feet to a stake in the South line of Market Street Road on the East bank of said ditch from which an iron pipe bears N. 14° 49' E. 62.92 feet; THENCE along the South line of said road following a curve to the right having a radius of 1021 feet for a distance of 368.1 feet to a stake at the end of said curve; THENCE S. 55° 13' E. 402.22 feet to the place of beginning.

TO HAVE AND TO HOLD the above described property, together with the rights, privileges and appurtenances thereto belonging unto the said Trustee, and to his substitutes or successors forever. And Grantors do hereby bind themselves, their heirs, executors, administrators and assigns to warrant and forever defend the said premises unto the said Trustee, his substitutes or successors and assigns forever, against the claim, or claims, of all persons claiming or to claim the same or any part thereof.

This conveyance, however, is made in TRUST to secure payment of ONE promissory note of even date herewith in the principal sum of TWENTY-FIVE THOUSAND AND NO/100

Dollars (\$25,000.00,) executed by Grantors, payable to

12 the order of CITIZENS STATE BANK, Houston, Texas.

In Houston, Harris County, Texas, the legal owner and holder of said note being hereinafter styled Beneficiary, said Note being due and payable as follows, to-wit:

The principal of such note is payable on or before one (1) year from date. The interest on such note is payable in two (2) semi-annual installments, the first of such installments of interest being due and payable six (6) months from date, and the second and final installment of interest being due and payable one (1) year from date;

FILED
Pittman
COUNTY CLERK
HARRIS COUNTY, TEXAS

1962 FEB 14 PM 3 44

FILM CODE

065-09-0027

MORTGAGE RECORDS

Vol 4901 p 287

FILM CODE

065-08-0101

bearing interest as therein stipulated, providing for acceleration of maturity and for Attorneys fees;

The Grantors covenant and agree as follows:

That they are lawfully seized of said property, and have the right to convey the same; that said property is free from all encumbrances.

To protect the title and possession of said property and to pay when due all taxes and assessments now existing or hereafter levied or assessed under the laws of the State of Texas upon said property, or the interest therein created by this deed of Trust, and to preserve and maintain the lien hereby created as a first and prior lien on said property including any improvements hereafter made a part of the realty.

To keep the improvements on said property in good repair and condition, and not to permit or commit any waste thereof, so keep said buildings occupied so as not to impair the insurance carried thereon.

To insure and keep insured all improvements now or hereafter created upon said property against loss or damage by fire and windstorm, and any other hazard or hazards as may be reasonably required from time to time during the term of the loan hereby secured by the Beneficiary, to the extent of the original amount of the indebtedness hereby secured, or to the extent of the full insurable value of said improvements whichever is the lesser, in such form and in such insurance Company, or Companies, as may be approved by the Beneficiary, and to deliver to the Beneficiary the policies of such insurance having attached to said policies such mortgage indemnity clause as the Beneficiary shall direct; to deliver renewals of such policies to the Beneficiary at least ten (10) days before any such insurance policies shall expire; any sums which may become due under any such policy, or policies may be applied by the Beneficiary, at his option, to reduce said debt, or the Beneficiary may permit Grantors to use said proceeds to repair or replace all improvements damaged or destroyed and covered by said policy.

That in the event Grantors shall fail to keep the improvements on the property hereby conveyed in good repair and condition, or to pay promptly when due all taxes and assessments, as aforesaid, or to preserve the prior lien of this Deed of Trust on said property, or to keep the buildings and improvements insured, as aforesaid, or to deliver the policy, or policies, of insurance or the renewal thereof to the Beneficiary, as aforesaid, then the Beneficiary may, at his option, but without being required to do so, make such repairs, pay such taxes and assessments, purchase any tax title thereon, remove any prior liens, and prosecute or defend any suits in relation to the preservation of the prior lien of this Deed of Trust on said property, or insure and keep insured the improvements thereon to the amount above stipulated; that any sums which may be so paid out by the Beneficiary, and all sums paid for insurance premiums, as aforesaid, including the costs, expenses and Attorney's fees paid in any suit affecting said property when necessary to protect the lien hereof shall bear interest from the dates of such payments at ten percent (10%) per annum, and shall be paid by Grantors to the Beneficiary upon demand, at the same place at which the above described note is payable, and shall be deemed a part of the debt hereby secured and recoverable as such in all respects.

That in the event of default in the payment of any installment, principal or interest of the note hereby secured, in accordance with the terms thereof, or of a breach of any of the covenants herein contained to be performed by Grantors, then and in any of such events the Beneficiary may elect, Grantors hereby expressly waiving presentment and demand for payment; to declare the entire indebtedness hereby secured, with all interest and all other sums hereby secured immediately due and payable, and in the event of default in the payment of said indebtedness when due or declared due, it shall thereupon, or at any time thereafter, be the duty of the Trustee, or his successor or substitute as hereinafter provided, at the request of the Beneficiary, (which request is hereby conclusively presumed) to enforce this trust; and after advertising the time, place and terms of the sale of the above described property for at least twenty-one (21) days successively next before the day of sale by posting up written or printed notices thereof at (3) public places in the county where said property, or any part thereof, is situated, one of which notices shall be posted at the court-house door of said county, and which notices may be posted by the Trustee acting, or by any person acting for him, to sell said property in accordance with such notice at the court-house door of the county in which such notices have been posted on the first Tuesday in any month between the hours of ten o'clock A.M. and four o'clock P.M. to the highest bidder for cash, selling all of the property as an entirety or in such parcels as the Trustee acting may elect, and make due conveyance to the Purchaser, or Purchasers, with general warranty binding the Grantors, their heirs and assigns; and out of the money arising from such sale, the Trustee acting shall pay first, all the expenses of advertising the sale and making the conveyance, including a commission of five per cent (5%) to himself, which commission shall be due and owing in addition to the Attorney's fees provided for in said note, and then to the Beneficiary the full amount of principal, interest, Attorney's fees and other charges due and unpaid on said note rendering the balance of the sales price, if any, to the Grantors, their heirs and assigns; and the recitals in the conveyance to the Purchaser or Purchasers, shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against the Grantors, their heirs and assigns.

Should Grantors do and perform all of the covenants hereby provided, and make prompt payment of said indebtedness as the same shall become due and payable, then this conveyance shall become null and void and of no further force and effect, and shall be released by the Beneficiary at the expense of Grantors.

It is agreed that in the event a foreclosure hereunder should be commenced by the Trustee, or his substitute or successor, the Beneficiary may at any time before the sale of said property direct the said Trustee to abandon the sale, and may then institute suit for the collection of said note, and for the foreclosure of this Deed of Trust lien; it is further agreed that if the Beneficiary should institute a suit for the collection thereof, and for a foreclosure of this Deed of Trust lien, that he may at any time before the entry of a final judgment in said suit dismiss the same, and require the Trustee, his Substitutes and Successors to sell the property in accordance with the provisions of this Deed of Trust.

The Beneficiary shall have the right to purchase at any sale of the property, being the highest bidder thereon, and to have the amount for which such property is sold credited on the debt then owing.

The Beneficiary in any event, is hereby authorized to appoint a substitute trustee, or a successor trustee, to act instead of the Trustee named herein, without other formality than the designation in writing of a substitute or successor trustee; and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the indebtedness hereby secured has been paid in full, or until said property is sold hereunder, and each substitute and successor trustee shall succeed to all of the rights and powers of the original trustee named herein.

In the event any sale in accordance with the above described property, or any portion thereof, under the terms of this Deed of Trust, Grantors, their heirs and assigns, shall forthwith upon the making of such sale surrender and deliver possession of the property as sold to the Purchaser, or Purchasers, in such sale, and in the event of their failure to do so they shall thereupon from and after the making of such sale be and continue to be tenants at will of such Purchaser, and in the event of their failure to surrender possession of said property upon demand, the Purchaser, his heirs or assigns, shall be entitled to institute and maintain an action for forcible detainer of said property in the Justice of the Peace Court in the Justice Precinct in which such property, or any part thereof, is situated.

MORTGAGE RECORDS

FILM CODE

4001-1-289

4001-1-289

FILM CODE

It is agreed that the lien hereby created shall take precedence over and be a prior lien to any other lien of any character whether vendor's materialmen's or mechanic's lien heretofore created on the above described property and in the event the money loaned Grantors by the Payor in the note hereby secured as set forth herein is used to pay off and satisfy any liens heretofore existing on said property, then the Beneficiary is, and shall be, subrogated to all of the rights, liens and remedies of the Holders of the indebtedness so paid.

It is further agreed that if the Grantors, their heirs or assigns, while the owner of the hereinabove described property, should commit an act of bankruptcy, or authorize the filing of a voluntary petition in bankruptcy, or should an act of bankruptcy be committed and involuntary proceedings instituted or threatened, or should the property hereinabove described be taken over by a Receiver for Grantors, their heirs and assigns, the note hereinabove described shall, at the option of the Beneficiary, immediately become due and payable, and the acting Trustee may then proceed to sell the same under the provisions of this Deed of Trust.

In the event the hereinabove described property becomes vacant and remains vacant for more than thirty (30) consecutive days, the acting Trustee may at the request of the Beneficiary take possession of said property, and rent the same and receive rental less the reasonable costs and expenses of collection thereof shall be applied as a credit on the indebtedness hereby secured.

As further security for the payment of the hereinabove described indebtedness, Grantors hereby transfer, assign, and convey unto the Beneficiary all rents issuing or to hereafter issue from said real property, and in the event of any default in the payment of said note or hereunder, the Beneficiary, his agents and representatives, is hereby authorized at his option, to collect said rents, or if such property is vacant to rent the same and collect the rents, and apply the same to the payment of said debt. The collection of said rents by the Beneficiary shall not constitute a waiver of his right to accelerate the maturity of said indebtedness nor of his right to proceed with the enforcement of this Deed of Trust.

It is agreed that an extension, or extensions, may be made of the time of payment of all, or any part, of the indebtedness secured hereby, and that any part thereof may be released from this lien without altering or affecting the priority of the lien created by this Deed of Trust in favor of any junior encumbrancer, mortgage or purchaser of any person acquiring an interest in the property hereby conveyed, or any part thereof, it being the intention of the parties hereto to preserve this lien on the property herein described and all improvements thereon, and that may be hereafter constructed thereon first and extension to any liens that may be placed thereon, or that may be fixed, given or imposed by law thereon after the execution of this instrument notwithstanding any such extension for the time of payment, or the release of a portion of said property from this lien.

That in the event any portion of the indebtedness hereinabove described cannot be lawfully secured by this Deed of Trust lien on said real property, it is agreed that the first payments made on said indebtedness shall be applied to the discharge of that portion of said indebtedness.

That in the event all or any portion of the hereinabove described real property is taken by the right of eminent domain, all sums which may be awarded to Grantors therefor in any condemnation proceedings shall be payable to the Beneficiary, and shall be applied toward the payment of said note.

Nothing herein or in said note contained shall ever entitle the Beneficiary, upon the arising of any contingency whatsoever, to receive or collect interest in excess of 10% per annum on the principal indebtedness hereby secured and in no event shall Grantors be obligated to pay interest thereon in excess of such rate.

If this Deed of Trust is executed by only one person or by a corporation the plural reference to Grantors shall be held to include the singular and all of the covenants and agreements herein contained to be performed by and the rights conferred upon the respective Grantors named herein, shall be binding upon and inure to the benefit of not only said parties respectively but also their respective heirs, executors, administrators, grantees, successors and assigns.

Grantors expressly represent that this Deed of Trust and the Note hereby secured are given for the following purpose, to-wit:

EXECUTED this 14th day of February, A. D. 1962.

M. Michael Gordon
 Michael Gordon
Frank F. Spata
 Frank F. Spata

82-37-072

POUND PRINTING & STATIONERY COMPANY
2125 FANNIN, HOUSTON, TEXAS 77002 (713) 689-1151

OIL GAS AND MINERAL LEASE

00008451-166982-87.00

THIS AGREEMENT made this

1st

day of.

June

87 between

Lillian Mason Gordon, Successor Independent Executrix
in the Estate of M. Michael Gordon, deceased

lessor (whether one or more), whose address is: 5015 Fannin, Houston, Texas 77004
and American Hunter Exploration LTD, Houston, Texas 77063.

lessed, WITNESSETH:

Pen & No/100 & Other Valuable Consideration

1. Lessor, in consideration of, and of the covenants and agreements of value hereinafter contained, does hereby grant unto Lessee, Lessee's heirs and assigns, full power, sole privilege, authority and right unto Lessee, Lessee's heirs and assigns, together with the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for produce and mining oil, gas, sulphur and all other minerals (whether or not similar to those mentioned) together with the right to make surface on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling, for producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Harris State of Texas and is described as follows:

842.5 acres of land, more or less, out of and a part of the J. T. Harrell Survey, Abstract No. 330, situated in Harris County, Texas, and being that same tract of land more particularly described in that certain Deed dated April 14, 1934 from Wyatt Magee to Frost Brothers Oil Company, recorded in Volume 946, page 508, Deed Records, Harris County, Texas, said lands being also described as that same tract of land awarded to J. P. Magee, et al in that certain suit styled "J. B. Magee, et al; VS J. P. Magee, Sr., et al" cause number 39613 of the Eleventh (11th) Judicial District Court, Harris County, Texas, to which said Document is referenced herein for a more complete and accurate description.

This lease also covers and includes, in addition to that above described, any other, in whole, in part, contiguous or adjacent to or adjoining the land described herein (a) owned or claimed by LESSOR by limitation, description, possession, reversion or record or instrument or as to which Lessor has a preference right of acquisition. LESSOR agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain

.8425 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights not options hereunder.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of three (3) years from the date hereof, hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

[illegible]

receive the royalties which would be payable under this lease if the wells were producing, and may be deposited in the account of the Estate of M. Michael Gordon, Deceased, Lillian M. Gordon, Bank of Houston, Account #0059455

Account #0059455

... or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lease pays or provides shut-in royalty, two or more parties are, or claim to be, entitled to receive same, Lessee may, in lieu of any other method of payment herein provided, pay or tender such shut-in royalty in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as Lessee may elect. Any payment hereunder may be made to such parties by check or deposit in the mail or delivery to the party entitled to receive payment or to its designated agent, as determined above, on or before the last date for payment. Nothing herein shall impair Lessee's right to release as provided in Paragraph 6 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

[illegible]

15. Lessee may at any time and from time to time execute and deliver to lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations as to the released acreage or interest.

6. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals; excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

7. Lessee shall have the use, free from royalty, of water, other than from lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove same. No well shall be drilled deeper than 400 feet to the bottom but new on said land and without the consent of the lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

182-37-0722

8. The rights and estate of any party herein may be assigned from time to time in whole or in part and as to any mineral or portion. All of the covenants and conditions of this lease shall extend to any fee binding upon the parties herein, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other money, or any part thereof, however effected, shall increase the obligations or diminish the rights of lease, including, but not limited to, the location and drilling of wells and the management of production. Notwithstanding any other oral or constructive knowledge or notice thereof of or to lease, its successors or assigns, no change or division in the ownership of said land or of the royalties or other money, or the right to receive the same, however effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner a notice of such change or division, by lease or lessor's heirs, successors, or assigns, notice of such change or division, supported by either original or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary, in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, lease may, nevertheless pay or tender, such royalties or other money, or part thereof, to the credit of the decedent in a depository bank provided for above.

9. In the event lessor considers that lease has not complied with all its obligations hereunder, both express and implied, lessor shall notify lease in writing, setting out specifically in what respects lease has breached this contract. Lease shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lease. Neither the service of said notice nor the doing of any act by lease aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lease has failed to perform all its obligations hereunder. If this lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around such well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations; but in no event less than forty acres; such acreage to be designated by lease as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lease shall also have such easements on said land as are necessary to operations on the acreage so retained.

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but lessor agrees that lease shall have the right at any time to pay or reduce same for lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether lessor's interest in herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as lessor.

11. If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and lease is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid), or (2) any other cause, whether similar or dissimilar, (except financial), beyond the reasonable control of lease, the primary term hereof shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

Lillian Mason Gordon TAX I.D. # 76-6022257
Lillian Mason Gordon, Successor Independent
executrix in the Estate of M. Michael Gordon, Dec'd.

STATE OF Texas
COUNTY OF Harris
INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared Lillian Mason Gordon
known to me to be the person whose name is (are) subscribed to the foregoing instrument, and acknowledged to me that she
executed the same as her free act and deed for the purposes and consideration therein expressed and in the capacity
therein stated.
Given under my hand and seal of office this 14th day of June, 19 87.
My Commission Expires Sept 14, 1988
Sylvia Huron Reed
Notary Public in and for the State of Texas

STATE OF
COUNTY OF
INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared
known to me to be the person whose name is (are) subscribed to the foregoing instrument, and acknowledged to me that
executed the same as free act and deed for the purposes and consideration therein expressed.
Given under my hand and seal of office this day of, 19 19.
My Commission Expires
Notary Public in and for the State of Texas
Notary's Printed Name:

STATE OF
COUNTY OF
HUSBAND AND WIFE ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared
and subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.
Given under my hand and seal of office this day of, 19 19.
My Commission Expires
Notary Public in and for the State of Texas
Notary's Printed Name:

Product 88 (7-80)—Paid Up
With 440 Acres Pooling Provision

No. _____

Oil, Gas and Mineral Lease

FROM _____ TO _____

Dated _____ No. _____

This instrument was filed for record on the _____ day of _____, 19 _____ at _____ o'clock _____ M., and duly recorded in _____ Book _____ Page _____ of the _____ records of this office.

County Clerk _____ Deputy _____

When recorded return to _____

ADD FOR PICK UP

POUND PRINTING & STATIONERY COMPANY
1313 Franklin, Houston, Texas 77002 (713) 663-1199

182-37-0723

Attached to and made a part of that certain Oil & Gas Lease dated June 17, 1987 between Lillian Mason Gordon and American Hunter Exploration, LTD covering 842.5 acres of land situated in the J.T. Harrell Survey, A-330, Harris County, Texas.

12. Notwithstanding anything else herein to the contrary, it is especially agreed that delay rentals as provided for in this lease shall be paid on any acreage herein not included in a unit as outlined in the unitization clauses herein, in order to keep this lease in force covering such non-unitized acreage during the primary term hereof, unless relieved of payment of rentals by drilling operations or production under the terms of the lease. After such primary term this lease shall be of no further force and effect on such non-unitized acreage unless kept in force by reason of continuous drilling operations or production in paying quantities thereon, as outlined herein.

13. It is understood that the "shut-in gas well" provisions of Paragraph 3 of this lease shall be a recurring right, limited to an aggregate or cumulative total of three years.

14. This lease covers only liquid and gaseous hydrocarbons and sulphur and covers no other minerals.

15. Notwithstanding any provisions of this lease to the contrary, this lease shall not be continued in force solely by reasons of the provisions of Paragraph 11 for more than 24 months following the commencement of a delaying cause.

16. Lessor retains right to take their royalty on production in kind, and the storage and transportation therefor shall be at Lessor's sole cost and risk.

17. In the event that a well producing oil or gas in paying quantities is brought in on land other than that herein leased and it appears in such a location as probably to cause drainage of the oil or gas under the leased premises, then, unless an offset well on the leased premises already exists, Lessee shall commence the drilling of an offset well within ninety (90) days after the completion of such well and thereafter drill all such other wells as are necessary to fully protect the leased premises from drainage. Without in any way limiting the distance within which a well shall be considered as draining the leased premises, Lessees expressly agree that any oil or gas well located within 467 feet of any outside boundary line of the land herein leased shall be conclusively deemed to be a location which will cause probable drainage of oil or gas from under the leased premises and agrees that nothing in this paragraph shall serve to in any way relieve Lessees from the duty to protect the leased premises from drainage which would normally be implied in the absence of any express provisions dealing with drainage.

18. After the primary term this lease shall be of no further force and effect as to more than 40 acres for each oil well nor as to all depths more than 100 feet below the producing horizon of any oil or gas well on the premises or below the deepest unitized formation in any oil or gas unit which includes acreage under this lease unless kept in force by reason of continuous drilling operations as outlined herein.

19. The foregoing agreement and provisions set forth in paragraphs 12 through 19 shall supersede and govern the provisions in the printed text of this lease to the contrary and shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

TAX I.D. 76-6022251

339

Lillian Mason Gordon
Lillian Mason Gordon, Successor Independent
Executrix in the Estate of M. Michael Gordon,
deceased.

RECORDERS MEMORANDUM
ALL BLACKOUTS, ADDITIONS AND CHANGES
WERE PRESENT AT THE TIME THE INSTRUMENT
WAS FILED AND RECORDED.

ANY INSTRUMENT HEREIN WHICH PERTAINS TO THE SALE, RENTAL OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF CONFLICT OF LAWS IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in the Public
Sequence on the date and at the time stamped hereonby me, and was
duly RECORDED in the Official Public Records of Real Property of Harris
County, Texas on

JUN 10 1987



Ante Raderweil
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED
JUN 10 3:09 PM '87

Ante Raderweil
COUNTY CLERK
HARRIS COUNTY, TEXAS

L166983

Lease OIL, GAS AND MINERAL LEASE 182-37-0724

THIS AGREEMENT made this 1st day of June, 1987 between

Frank F. Spata

06/10/87 00008432 L166983 \$ 7.00

lessor (whether one or more), whose address is: 5015 Fannin, Houston, Texas 77004
and American Hunter Exploration LTD, Houston, Texas 77063

lessee, WITNESSETH:

1. Lessor, in consideration of Ten & No/100ths & Other Valuable Consideration Dollars, receipt of which is hereby acknowledged; and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Harris State of Texas and is described as follows:

842.5 acres of land, more or less, out of and a part of the J. T. Harrell Survey, Abstract No. 330, situated in Harris County, Texas, and being that same tract of land more particularly described in that certain Deed dated April 14, 1934 from Wyatt Magee to Frost Brothers Oil Company, recorded in Volume 946, page 508, Deed Records, Harris County, Texas; said lands, being also described as that same tract of land awarded to J. P. Magee, et al, in that certain suit styled "J. B. Magee, et al, VS J. P. Magee, Sr., et al, cause number 39613 of the Eleventh (11th) Judicial District Court, Harris County, Texas, to which said Document is referenced herein for a more complete and accurate description.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and lay owned or claimed by lessor by limitation, prescription, possession, reversion or instrument, (b) as to which lessor has a preference right of acquisition; Lessor agrees to execute any supplemental instrument requested by lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain

842.5 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of three (3) years from the date hereof, hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

1/5 3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved by lessee from said land, or from time to time at the option of lessee to pay lessor the average pooled market price of oil at the wellhead as of the date it is run to the pipe line or storage tanks, lessor's interest, in either case, to lessor one-eighth of the cost of treating oil to render it marketable plus line oil; (b) To pay lessor on gas and casinghead gas produced from said land (1) when sold by lessee, two-eighths of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee or sold and used in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-eighth of such gas and casinghead gas; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-eighth of the net value at the well or mine at lessor's election; except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for as long as said wells are shut-in and thereafter this lease may be continued in force as if operations had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator and heat tank, and shall not be required to settle labor troubles or to market gas if terms unacceptable to lessee; if, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee as royalty, a sum equal to one dollar (\$1.00) for each acre of land covered hereby. Lessee shall make such payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties, who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the

BANK of Houston
Houston, Texas

Ac. # 40-39955

Bank

at: Houston, Texas, or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender such shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 80 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas; (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir; (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. A unit established hereunder shall be valid and binding effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit, for to each separate tract within the unit if this lease covers separate tracts within the unit, that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall not be subject to any limitation of term requiring production of oil or gas; the limitation of production of oil or gas shall not be covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall the limitation of term or production of oil or gas provided in paragraph 5 hereof, except that lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled lands within the unit are included in the unit. At any time while this lease is in force lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect. If at that time no operations are being conducted thereon for unitized minerals, Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any leasehold interest in the land included in the unit is in force, or hereafter covers separate tracts or no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the lease premises.

5. Lessee may at any time and from time to time execute and deliver to lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations as to the released acreage or horizon.

6. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

7. Lessee shall have the use, free from royalty, of water, other than from lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

182-37-0726

Attached to and made a part of that certain Oil & Gas Lease dated June 1, 1987 between Frank F. Spata and American Hunter Exploration, LTD, covering 842.5 acres of land situated in the J.T. Harrell Survey, A-330, Harris County, Texas.

12. Notwithstanding anything else herein to the contrary, it is especially agreed that delay rentals as provided for in this lease shall be paid on any acreage herein not included in a unit as outlined in the unitization clauses herein, in order to keep this lease in force covering such non-unitized acreage during the primary term hereof, unless relieved of payment of rentals by drilling operations or production under the terms of the lease. After such primary term this lease shall be of no further force and effect on such non-unitized acreage unless kept in force by reason of continuous drilling operations or production in paying quantities thereon, as outlined herein.

13. It is understood that the "shut-in gas well" provisions of Paragraph 3 of this lease shall be a recurring right, limited to an aggregate or cumulative total of three years.

14. This lease covers only liquid and gaseous hydrocarbons and sulphur and covers no other minerals.

15. Notwithstanding any provisions of this lease to the contrary, this lease shall not be continued in force solely by reasons of the provisions of Paragraph 11 for more than 24 months following the commencement of a delaying cause.

16. Lessor retains right to take their royalty on production in kind, and the storage and transportation therefor shall be at Lessor's sole cost and risk.

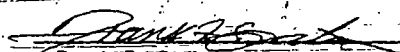
17. In the event that a well producing oil or gas in paying quantities is brought in on land other than that herein leased and it appears in such a location as probably to cause drainage of the oil or gas under the leased premises, then, unless an offset well on the leased premises already exists, Lessee shall commence the drilling of an offset well within ninety (90) days after the completion of such well and thereafter drill all such other wells as are necessary to fully protect the leased premises from drainage. Without in any way limiting the distance within which a well shall be considered as draining the leased premises, Lessees expressly agree that any oil or gas well located within 467 feet of any outside boundary line of the land herein leased shall be conclusively deemed to be a location which will cause probable drainage of oil or gas from under the leased premises and agrees that nothing in this paragraph shall serve to in any way relieve Lessees from the duty to protect the leased premises from drainage which would normally be implied in the absence of any express provisions dealing with drainage.

18. After the primary term this lease shall be of no further force and effect as to more than 40 acres for each oil well nor as to all depths more than 100 feet below the producing horizon of any oil or gas well on the premises or below the deepest unitized formation in any oil or gas unit which includes acreage under this lease unless kept in force by reason of continuous drilling operations as outlined herein.

19. The foregoing agreement and provisions set forth in paragraphs 12 through 19 shall supersede and govern the provisions in the printed text of this lease to the contrary and shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

450-52-0666
SS#


Frank F. Spata

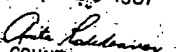
RECORDER'S MEMORANDUM
ALL BLACKOUTS, ADDITIONS AND CHANGES
WERE PRESENT AT THE TIME THE INSTRUMENT
WAS FILED AND RECORDED.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS VOID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS,
COUNTY OF HARRIS.
I hereby certify that this instrument was FILED in File Number _____
Sequence on the date and at the time stamped hereon by me, and was
only RECORDED in the Official Public Records of Real Property of Harris
County, Texas on

FILED
JUN 10 3 09 PM '87
Quita Rodriguez
COUNTY CLERK
HARRIS COUNTY, TEXAS



JUN 10 1987


COUNTY CLERK
HARRIS COUNTY, TEXAS

II. PLAT MAPS

III. NAME & ADDRESSES OF PROPERTY OWNERS

2.0 CURRENT AND PAST OWNER CONTACT INFORMATION

According to records from the Harris County Appraisal District, the current site owner is Virgil C. McGinnis, Trustee. The identity of Virgil C. McGinnis, Trustee, as current site owner was confirmed by title records. The information obtained is summarized below and can be found in Reference 15. Documents show alternate spellings for both Virgil (Virgill) and McGinnis (McGinnes). Therefore, the spellings of first and/or last names will vary, depending on which document is referenced.

Appraisal and Property Tax Information

Owner/Tax Payer of Record for the site
Virgil C. McGinnis, Trustee
5837 Northdale Street
Houston, Texas 77087-4031

281-485-2791

TCEQ provided TechLaw with the above telephone number. TechLaw verified the phone number through www.google.com and www.yip.yahoo.com, and determined that it was associated with Bell Bottom Foundation Co., 1021 N. Main St., Pearland, Texas, 77581. Attempts to confirm that the Northdale St. address was associated with Virgil C. McGinnis were not successful as that address was not found in the Harris County Central Appraisal District database. A range search of the database for 5800 to 5900 Northdale St. confirmed that 5837 Northdale St. did not exist as an appraised property, although it can be located on a map. The business at 5823 Northdale St. is McGinnes Industrial Maintenance Corporation with a P.O. Box in Pearland, Texas, as the mailing address. TechLaw was not able to reconcile this diverse information.

The property is comprised of 20.0000 acres, has a land use code of "General Commercial," and is considered to be vacant.

The latest (2005) appraised value of the property is \$12,196.00.

The property owner is delinquent in paying taxes from 1996 to the present and currently owes \$1,404.01.

TechLaw was also directed to obtain names, addresses, and current deed information for the adjacent property owners. The table below lists the parties identified as adjacent property owners to the site with current contact information, where available.

PAUL BETTENCOURT
Tax Assessor-Collector
P. O. Box 4622
Houston, Texas 77210-4622



MCGINNIS VIRGIL C TR
5837 NORTHDAL ST
HOUSTON TX 77087-4031

2004 Property Tax Statement

Statement Date
June 24, 2005
Account Number
042-235-000-0093

Delinquent Taxes Exist



Printed June 28, 2005 on computer public1-DELPUBLIC8

Taxing Jurisdiction	Exemption	Taxable Value	Rate per \$100	Taxes
Harris County	0	12,200	0.399860	\$48.78
Harris County Flood Control Dist	0	12,200	0.033180	\$4.05
Harris County Dept. of Education	0	12,200	0.006290	\$0.77
Port of Houston Authority	0	12,200	0.016730	\$2.04
Harris County Hospital District	0	12,200	0.190210	\$23.21
San Jacinto College District	0	12,200	0.139130	\$16.97
Emergency Serv Dist #50-EMS/Fire	0	12,200	0.050000	\$6.10

Property Description	
EAST FWRY 77530	
TR 4K	
ABST 330 J T HARRELL	
20.0000 AC	
Appraised Values	
100% Land Value	12,200
100% Improvement Value	0
100% Total Value	12,200
Exemptions / Deferrals	
Returned Undeliverable	

Total 2004 Taxes Due by January 31, 2005 \$101.92

Payments Applied to 2004 Taxes \$0.00

Total Current Taxes Due (including penalties) \$117.22

Prior year(s) delinquent taxes due (if any): 1996-2003 \$1,286.79

Total Amount Due by June 30, 2004 \$1,404.01

Penalties for Paying Late	Rate	Current	Delinquent	Total
By February 28, 2005	7%	\$109.06	\$1,255.52	\$1,364.58
By March 31, 2005	9%	\$111.10	\$1,263.34	\$1,374.44
By April 30, 2005	11%	\$113.13	\$1,271.17	\$1,384.30
By May 31, 2005	13%	\$115.17	\$1,278.99	\$1,394.16
By June 30, 2005	15%	\$117.22	\$1,286.79	\$1,404.01



NOTES:

Detach at the perforation and return this coupon with your payment. Keep top part for your records.

* See reverse side for additional information *



MCGINNIS VIRGIL C TR
5837 NORTHDAL ST
HOUSTON TX 77087-4031

PAYMENT COUPON

Print Date - June 28, 2005

public1-DELPUBLIC8

Statement Date - June 24, 2005
Account Number
042-235-000-0093
Amount Enclosed

Make check payable to:
PAUL BETTENCOURT
Tax Assessor-Collector
P. O. Box 4622
Houston, Texas 77210-4622

If you are paying multiple tax accounts with a single check, please
enclose all of the coupons with your payment to ensure proper credit
to each account.

04223500000934 2004 000138871 000139416 000140401 000000000



HARRIS COUNTY APPRAISAL DISTRICT
REAL PROPERTY ACCOUNT INFORMATION
0422350000093

Tax Year: 2005

Owner and Property Information

Owner Name &
Mailing Address:

**MCGINNIS VIRGIL C TR
5837 NORTHDAL ST
HOUSTON TX 77087-4031**

Legal Description:

**TR 4K
ABST 330 J T HARRELL**

Property Address:

**0 EAST FWY
CHANNELVIEW TX 77530**

State Class Code	Land Use Code	Land Area	Building Area	Neighborhood Map	Facet	Key Map
D2 -- Real, Unqualified Agricultural Land	4300 -- General Commercial Vacant	871,200 SF	0 SF	9234.05	6159C	499C

Value Status Information

Capped Account
No

Value Status
Noticed: 5/9/2005

ARB Status
Pending

Shared CAD
No

Exemptions and Jurisdictions

Exemption Type	Districts	Jurisdictions	2004 Rate	2005 Rate
None	006	CHANNELVIEW ISD	1.71000	
	040	HARRIS COUNTY	0.39986	
	041	HARRIS CO FLOOD CNTRL	0.03318	
	042	PORT OF HOUSTON AUTH	0.01673	
	043	HARRIS CO HOSP DIST	0.19021	
	044	HARRIS CO EDUC DEPT	0.00629	
	047	SAN JACINTO COM COL D	0.13913	
	667	HC EMERG SERV DIST 50	0.05000	

Valuations

2004 Value			2005 Value		
	Market	Appraised		Market	Appraised
Land			Land	12,196	
Improvement			Improvement	0	
Total	12,200	12,200	Total	12,196	12,196

Building

Vacant (No Building Data)

Ownership History for
0422350000093

Owner and Mailing Address	Effective Date
MCGINNIS VIRGIL C TR 5837 NORTHDAL ST HOUSTON TX 77087-4031	1/2/1988

[end of record]

IV. NAME & ADDRESSES OF ADJACENT PROPERTY OWNERS

Adjacent Property Ownership and Contact Summary

Ref. No.	Tax Parcel Number	Relation to Site ¹	Parcel Owner ²	Owner Contact Information ^{2,3}	Acquisition Date ⁴	Comment
16	042-235-000-0092	South-southwest of site across Interstate 10.	Southwest Shipyard Limited Partnership (LP)	18310 Market St. Channelview, TX 77530 ^{2,3} 281-457-9345 ³	05/09/2000	Corporate and title research suggests current official company name is MSJ Holdings, LP, with Seattle Shipyard, LLC, General Partner.
17	042-235-000-0085	Directly adjacent to site on the north and west.	Big Star Barge & Boat Co., Inc.	2918 Green Tee Dr. Pearland, TX 77581-5025 ² 2435 Broadway St. Pearland, TX 77581-6407 ³ 281-485-6407 ³	08/27/1980	Originally co-owned with the site.
18	040-291-000-0004	South of site across both Interstate 10 and San Jacinto River.	Jack Modeset, Jr.	4600 Post Oak Place Dr. Houston, TX 77027-9705 ² 2630 Fountain View Dr. Houston, TX 77057-7608 ³ 713-783-9640 ³ 2901 Bammel Ln Houston, TX 77098-1144 ³ 713-527-0557 ³	04/11/1957	Taxes not paid since 1984. Modeset holds 1/12 ownership in the property. Map attached to older deed shows previous subdivision used in property descriptions.
19	040-289-000-0040	East-northeast of the site across San Jacinto River.	Rhinopak, LP	409 E Wallisville Rd. Highlands, TX 77562-3827 ^{2,3} 281-426-8800 ³	05/07/2002	--
20	040-289-000-0025	East-northeast of the site across San Jacinto River.	Douglas P. Finn	21406 Crosby Eastgate Rd. Crosby, TX 77532-6505 ^{2,3} 281-328-4053 ³	08/15/1991	--

Adjacent Property Ownership and Contact Summary

Ref. No.	Tax Parcel Number	Relation to Site ¹	Parcel Owner ²	Owner Contact Information ^{2,3}	Acquisition Date ⁴	Comment
21	040-289-000-0026	East-northeast of the site across San Jacinto River.	Jerome R. Matula	813 Kentucky St. Deer Park, TX 77536-3239 ^{2,3} 281-479-7253 ³	07/20/1950	--

¹ Adjacent properties include those across the highway or across the river from the site, as well as those with property boundaries in common.

² Owner name from tax statements confirmed through title research.

³ The following free Internet-based sources were used to obtain contact information: www.switchboard.com, www.dogpile.com, www.search.com, www.rhinopak.com, and www.yp.yahoo.com.

⁴ Execution date taken from deed showing acquisition by current owner.

V. TCEQ RECORDS

Kathleen Hartnett White, *Chairman*
Larry R. Soward, *Commissioner*
Glenn Shankle, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

July 28, 2006

VIA CERTIFIED MAIL 7003 1680 0000 6297 7626
RETURN RECEIPT REQUESTED

McGinnes Industrial Maintenance Corporation
c/o CT Corporation System
1021 Main Street, Suite 1150
Houston, Texas 77002

RE: Opportunity to Conduct Response Actions and Information Request
McGinnes Industrial Maintenance Corporation Site
Channelview, Harris County, Texas

Dear Sirs:

The Texas Commission on Environmental Quality (TCEQ) is a duly authorized representative of the EPA and may evaluate any facility where hazardous materials are generated, stored, treated, disposed, or transported to determine compliance with standards and regulations pursuant to the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA) as amended, 42 USC §§9601-9675. The McGinnes Industrial Maintenance Corporation site in Channelview, Harris County, Texas, an area impacted by hazardous substances, is currently being evaluated for possible inclusion on the National Priority List (NPL), including the need for any immediate response actions at this facility. The legal description of the site is: Twenty (20) acres of land out of that certain 190.8 acre tract, in the J.T. Harrel Survey, Abstract 330, Harris County, Texas, and which 190.8 acre tract was conveyed by Edward Shields, et ux, to Michael Gordon, et al. by deed dated November 15, 1943, and recorded in Volume 1297, Page 16, of the Deed Records of Harris County, Texas.

This letter serves as notification that the TCEQ is currently assessing the subject site. This assessment includes obtaining site historical information, identifying parties associated with the facility and their relationship to the facility. Based upon a preliminary investigation of the facility's historical records, your organization has been identified as being associated with the McGinnes Industrial Maintenance Corporation site. All information obtained will be compiled to develop the history of the facility and to eventually identify Potentially Responsible Parties (PRPs) as defined by the Act.

Opportunity to Conduct Response Actions

This letter is notification that any and all interested parties have the opportunity to conduct approved response activities such as: immediate removals; remedial investigation/feasibility studies; or other response actions at the facility.

Releases of hazardous substances at this facility have been documented. For this reason, the EPA and TCEQ would like to proceed with the initial site evaluation as rapidly as possible. Please submit a written response concerning your organization's willingness to conduct any approved response activities within 45 days after the date of this correspondence. Unless the TCEQ receives such a statement within 45 days after the date of this letter, the TCEQ will conclude that your organization has no interest in conducting agreed response activities.

Information Request

The TCEQ requests that your organization provide information/documentation of its historical relationship to the McGinnes Industrial Maintenance Corporation Site. Please submit a written response to this request within 45 days after the date of this letter. If you have no affiliation with this site, please respond in writing and provide your statement to the TCEQ. The information requested should include, but is not limited to the following:

1. Discuss your organization's relationship to this facility, to any of its operators, and to the McGinnes Industrial Maintenance Corporation.
2. Provide the name(s), address(es), and any facility identification numbers for any businesses which were associated with this facility that are available to your organization. Include any knowledge regarding persons or companies that sold, generated, transported, or disposed of hazardous substances, including product or waste material at this facility. Include all material that may have been sent for reclamation.
3. List all materials shipped, stored, or transported to this facility. Include the common name(s) or the name(s) listed on known Material Safety Data Sheets (MSDS), and, if available, the International Union of Pure and Applied Chemistry (IUPAC) name.
4. Provide any analytical data associated with material shipped, stored, transported to, or disposed at this facility.
5. Provide the dates in which your organization may have had any involvement with the facility. Include dates of disposal, volumes of hazardous substances disposed, and all waste characterization sheets.
6. Provide all shipping documents associated with any material shipped, stored, or transported to this facility, including bills of lading, hazardous and non-hazardous waste manifests, transportation tickets, and any other documents which could be associated with operations at this facility.
7. Provide any additional information your organization has that may be useful in determining the facility's operational history.

July 28, 2006

Please be advised that all information which is submitted to the TCEQ is public information unless restricted under the Public Information Act (PIA), TEXAS GOV'T CODE, Chapter 552. If you are required to divulge information which you consider confidential, please make a request for confidentiality in the heading of your written response. Please note that making this request for confidentiality does not automatically make the information confidential. If the Agency receives a PIA request, the TCEQ will submit your request for confidentiality to the Texas State Attorney General's Office for a ruling. You will then have an opportunity to submit a brief as to why the material is confidential.

If you believe that any responsibility your organization may have for this site has been discharged in Bankruptcy under Title 11 United States Code (USC) Section 524 or if you contend that this action is stayed pursuant to 11 USC Section 362 due to a pending bankruptcy proceeding, PLEASE IMMEDIATELY provide us with certified file stamped copies of the following documents from the bankruptcy court where your organization's bankruptcy case was filed so that these pleadings can be immediately reviewed and appropriate action taken: (1) Petition, (2) Schedules and Statement of Affairs, (3) Matrix; along with the following pleadings if applicable: (4) Disclosure Statement, (5) Plan of Reorganization, (6) Order Confirming Plan of Reorganization, and (7) Discharge Order. Please also furnish any additional pleadings from the bankruptcy court that may be relevant to your organization's responsibilities for the facility.

If you have any questions or concerns regarding this matter, please feel free to contact me at (512)239-4134. Correspondence should be sent to my attention using mail code MC-136 at the letterhead address.

Sincerely,



Marshall Cedilote
Coordinator/Grant Manager, PA/SI Program
Remediation Division

MAC/pk

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

REMEDIATION DIVISION - State Lead Section

FACILITY: _____

SUBJECT: _____

DATE MAILED: 7-28-06

Affix Certified Mail Receipt (outgoing)

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Postmark Here	
MCGINNES INDUSTRIAL MAINTENANCE CORPORATION C/O CT CORPORATION SYSTEM 1021 MAIN STREET, SUITE 1150 HOUSTON, TX 77002	
See Reverse for Instructions	

7003 1680 0000 6297 7626

Affix Acknowledgement Receipt

Kathleen Hartnett White, *Chairman*
Larry R. Soward, *Commissioner*
Glenn Shankle, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

July 28, 2006

VIA CERTIFIED MAIL 7003 1680 0000 6297 7800
RETURN RECEIPT REQUESTED

Waste Management of Texas, Inc.
c/o CT Corporation Systems
350 N. St. Paul Street
Dallas, Texas 75201

RE: Opportunity to Conduct Response Actions and Information Request
McGinnes Industrial Maintenance Corporation Site
Channelview, Harris County, Texas

Dear Sirs:

The Texas Commission on Environmental Quality (TCEQ) is a duly authorized representative of the EPA and may evaluate any facility where hazardous materials are generated, stored, treated, disposed, or transported to determine compliance with standards and regulations pursuant to the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA) as amended, 42 USC §§9601-9675. The McGinnes Industrial Maintenance Corporation site in Channelview, Harris County, Texas, an area impacted by hazardous substances, is currently being evaluated for possible inclusion on the National Priority List (NPL), including the need for any immediate response actions at this facility. The legal description of the site is: Twenty (20) acres of land out of that certain 190.8 acre tract, in the J.T. Harrel Survey, Abstract 330, Harris County, Texas, and which 190.8 acre tract was conveyed by Edward Shields, et ux, to Michael Gordon, et al. by deed dated November 15, 1943, and recorded in Volume 1297, Page 16, of the Deed Records of Harris County, Texas.

This letter serves as notification that the TCEQ is currently assessing the subject site. This assessment includes obtaining site historical information, identifying parties associated with the facility and their relationship to the facility. Based upon a preliminary investigation of the facility's historical records, your organization has been identified as being associated with the McGinnes Industrial Maintenance Corporation site. All information obtained will be compiled to develop the history of the facility and to eventually identify Potentially Responsible Parties (PRPs) as defined by the Act.

July 28, 2006

Opportunity to Conduct Response Actions

This letter is notification that any and all interested parties have the opportunity to conduct approved response activities such as: immediate removals; remedial investigation/feasibility studies; or other response actions at the facility.

Releases of hazardous substances at this facility have been documented. For this reason, the EPA and TCEQ would like to proceed with the initial site evaluation as rapidly as possible. Please submit a written response concerning your organization's willingness to conduct any approved response activities within 45 days after the date of this correspondence. Unless the TCEQ receives such a statement within 45 days after the date of this letter, the TCEQ will conclude that your organization has no interest in conducting agreed response activities.

Information Request

The TCEQ requests that your organization provide information/documentation of its historical relationship to the McGinnes Industrial Maintenance Corporation Site. Please submit a written response to this request within 45 days after the date of this letter. If you have no affiliation with this site, please respond in writing and provide your statement to the TCEQ. The information requested should include, but is not limited to the following:

1. Discuss your organization's relationship to this facility, to any of its operators, and to the McGinnes Industrial Maintenance Corporation.
2. Provide the name(s), address(es), and any facility identification numbers for any businesses which were associated with this facility that are available to your organization. Include any knowledge regarding persons or companies that sold, generated, transported, or disposed of hazardous substances, including product or waste material at this facility. Include all material that may have been sent for reclamation.
3. List all materials shipped, stored, or transported to this facility. Include the common name(s) or the name(s) listed on known Material Safety Data Sheets (MSDS), and, if available, the International Union of Pure and Applied Chemistry (IUPAC) name.
4. Provide any analytical data associated with material shipped, stored, transported to, or disposed at this facility.
5. Provide the dates in which your organization may have had any involvement with the facility. Include dates of disposal, volumes of hazardous substances disposed, and all waste characterization sheets.
6. Provide all shipping documents associated with any material shipped, stored, or transported to this facility, including bills of lading, hazardous and non-hazardous waste manifests, transportation tickets, and any other documents which could be associated with operations at this facility.
7. Provide any additional information your organization has that may be useful in determining the facility's operational history.

July 28, 2006

Please be advised that all information which is submitted to the TCEQ is public information unless restricted under the Public Information Act (PIA), TEXAS GOV'T CODE, Chapter 552. If you are required to divulge information which you consider confidential, please make a request for confidentiality in the heading of your written response. Please note that making this request for confidentiality does not automatically make the information confidential. If the Agency receives a PIA request, the TCEQ will submit your request for confidentiality to the Texas State Attorney General's Office for a ruling. You will then have an opportunity to submit a brief as to why the material is confidential.

If you believe that any responsibility your organization may have for this site has been discharged in Bankruptcy under Title 11 United States Code (USC) Section 524 or if you contend that this action is stayed pursuant to 11 USC Section 362 due to a pending bankruptcy proceeding, PLEASE IMMEDIATELY provide us with certified file stamped copies of the following documents from the bankruptcy court where your organization's bankruptcy case was filed so that these pleadings can be immediately reviewed and appropriate action taken: (1) Petition, (2) Schedules and Statement of Affairs, (3) Matrix; along with the following pleadings if applicable: (4) Disclosure Statement, (5) Plan of Reorganization, (6) Order Confirming Plan of Reorganization, and (7) Discharge Order. Please also furnish any additional pleadings from the bankruptcy court that may be relevant to your organization's responsibilities for the facility.

If you have any questions or concerns regarding this matter, please feel free to contact me at (512)239-4134. Correspondence should be sent to my attention using mail code MC-136 at the letterhead address.

Sincerely,



Marshall Cedilote
Coordinator/Grant Manager, PA/SI Program
Remediation Division

MAC/pk

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

REMEDIATION DIVISION - State Lead Section

FACILITY: _____

SUBJECT: _____

DATE MAILED: 7-28-06

Affix Certified Mail Receipt (outgoing)

7000 1680 0000 6297 7800

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com	
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Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage	

Postmark
Here

WASTE MANAGEMENT OF TEXAS,
INC.
C/O CT CORPORATION SYSTEMS
350 N. ST. PAUL STREET
DALLAS, TX 75201

See Reverse for Instructions

Affix Acknowledgement Receipt

Kathleen Hartnett White, *Chairman*
R. B. "Ralph" Marquez, *Commissioner*
Larry R. Soward, *Commissioner*
Glenn Shankle, *Executive Director*

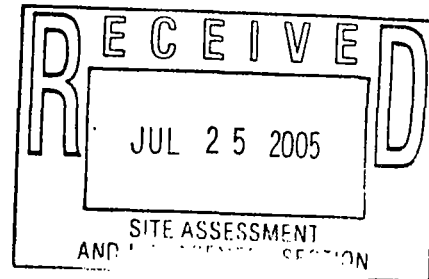


TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

July 22, 2005

Larry McKinney, Ph.D.
Director, Coastal Fisheries Division
Texas Parks & Wildlife Department
4200 Smith School Road
Austin, Texas 78744-3291



Re: Dioxin in the San Jacinto River at Interstate Highway 10 Bridge

Dear Dr. McKinney:

Thank you for your letter sent to our agency on April 14, 2005 concerning a possible source of dioxin in the area of our current dioxin TMDL for the Houston Ship Channel. The TMDL Program is concerned about the potential for dioxin in the sediment, and has taken action to further investigate this area.

We have been able to accomodate additional sampling to investigate potential unidentified sediment sources of dioxins via an existing contract with the University of Houston. A Quality Assurance Project Plan (QAPP) amendment is in progress for the additional high resolution sampling in the notated area (see attached Figure 1). This additional sampling is scheduled to occur by the end of August 2005.

We also have met with the Superfund /Remediation groups here within the agency. As a result, they have asked the EPA Region 6 to evaluate this site under the Federal Superfund Program. The EPA Region 6 Site Assessment Program approved the site for the evaluation. A Screening Site Inspection was conducted during the week of July 11, 2005. Lab results are expected back in about six weeks.

Your recent information suggests the presence of a potential source of dioxin in the San Jacinto River just upstream of IH-10. The site consists of old waste pits located on a sand bar, that have been partially submerged and could be discharging dioxins into the River. The waste pit(s) were operated by McGinnes Industrial Maintenance and first appeared sometime between 1964 and 1970. Adjacent property owners recall that waste put in the pits came by barge from the Pasadena paper mill (was Champion then, now International Paper) on Segment 1007.

Dr. McKinney
Dioxin in the San Jacinto River at Interstate Highway 10 Bridge
Page 2
July 22, 2005

Results of detailed sediment sampling under the TMDL in Summer 2004 showed the presence of high sediment concentrations in segments 1006 and 1007 (near stations 11280 and 11268), but the sources were not pinpointed. Furthermore, dioxin results from sediment samples collected in Spring and Fall 2004 showed disproportionately elevated dioxin concentrations at station 11280 compared to the other locations, which may indicate the presence of a current source.

Sediment samples will be collected at additional locations between previously sampled sites, in order to provide finer spatial resolution to the sediment quality data from channel areas that have shown the highest dioxin concentrations in sediment, water, and tissue. "High-resolution" sampling was previously performed at sites approximately one kilometer apart. Proposed grab samples will cover the areas of highest concentrations at distance increments of one-half to one-quarter kilometer (see attached figures). In addition, if there is evidence of oily contamination while sampling in the old waste pit area (near location 15, Figure 1), several additional sediment samples may be collected from within the pit area. Also, an extra core sample will be collected in Segment 1007 at station 11280 for analysis of historical dioxin deposition. All sediment and core sampling and analyses will be performed as described in the current QAPP (USEPA QTRAK #05-204).

The Commission on Environmental Quality is dedicated to restoring these water bodies to their designated uses and coordinating further on this matter. If you have any questions, do not hesitate to contact myself, or our Project Manager, Larry Koenig, at (512)239-4533 lkoenig@tceq.state.tx.us.

Sincerely,



Faith Hambleton
Program Manager
Total Maximum Daily Load Program (MC 203)
Ph. (512) 239-4600

FAH:LK:dw

Enclosures

cc w/enc: Patricia Radloff-TPWD- Coastal Fisheries; Larry Koenig - TCEQ TMDL Team (MC 203); Steve Smith-TCEQ - Region 12; Linda Broach-TCEQ - Region 12; Wes Newberry- TCEQ-Site Investigation Team (MC 142); Marshall Cedilote -TCEQ -Remediation MC (142); Vickie Reat- TCEQ Remediation (MC 168); Richard Seiler -TCEQ Natural Resource Trustees (MC 225); Mark Fisher TCEQ Water Quality Assessment Section (MC 150)

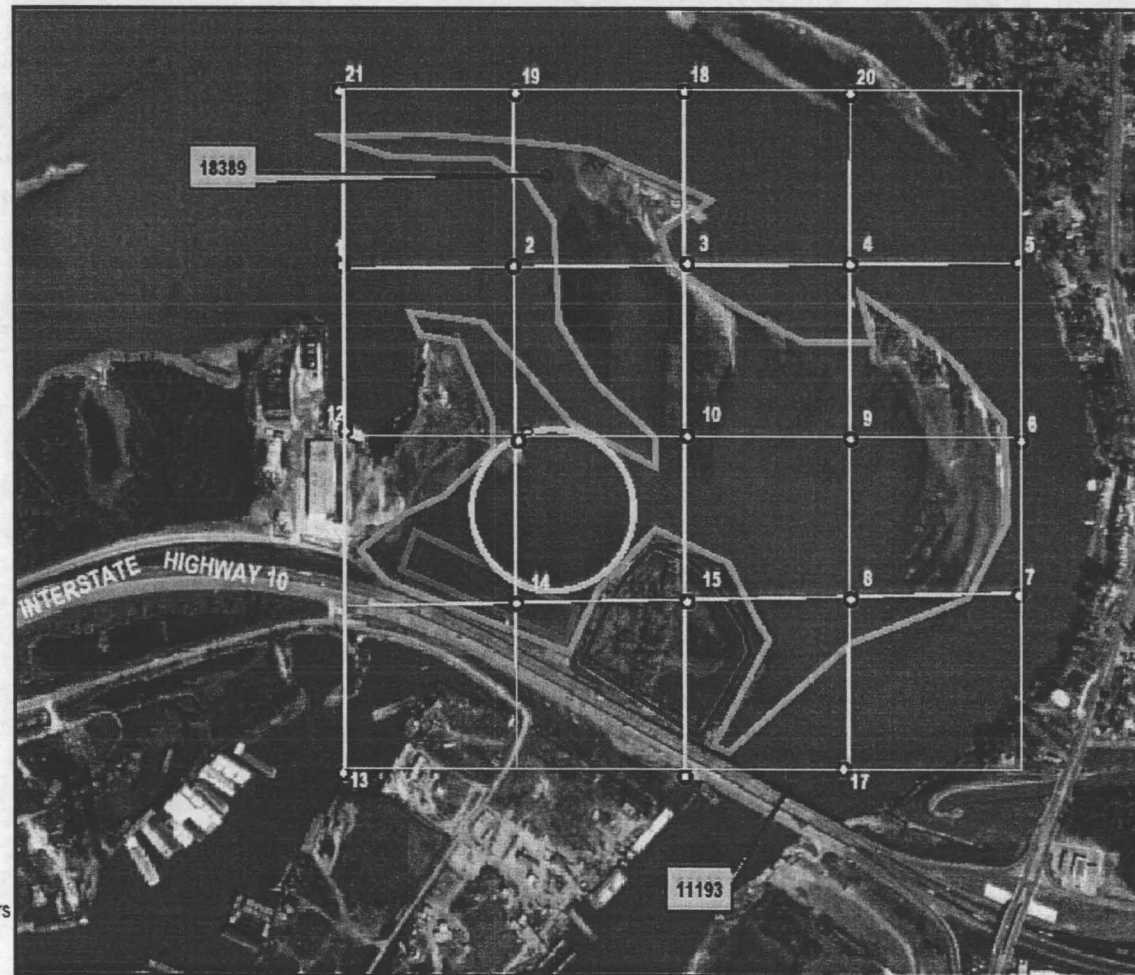
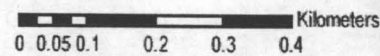
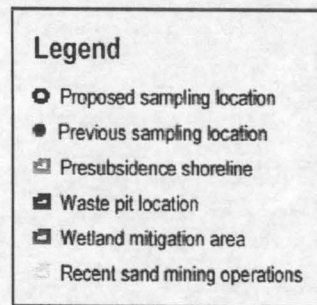


Figure 1. Proposed sampling locations in the San Jacinto River

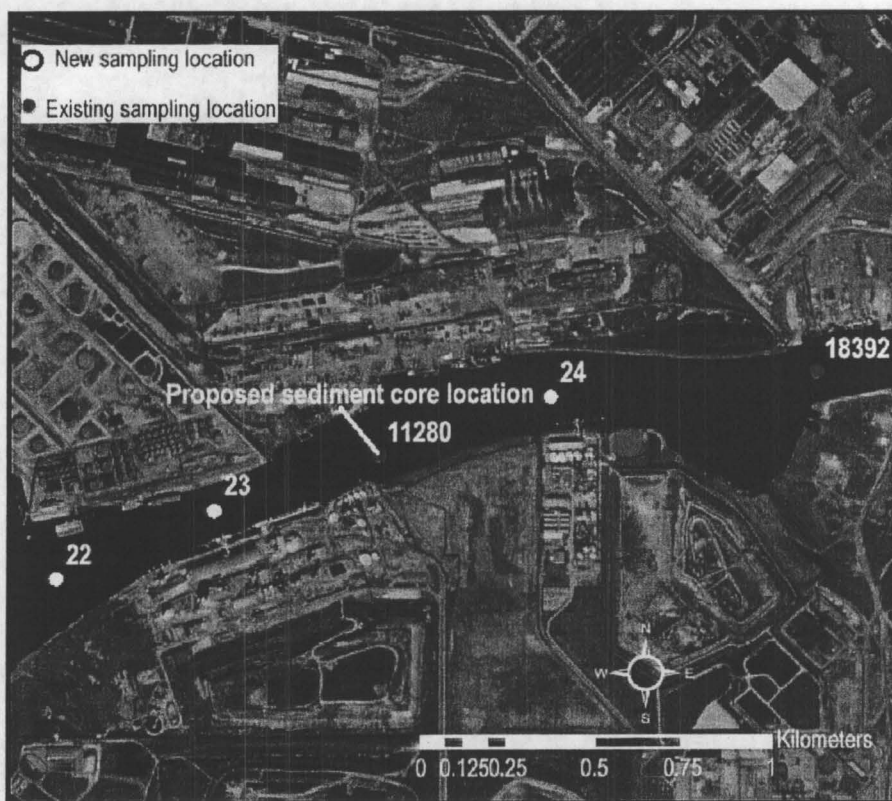


Figure 2. Proposed sampling locations in Segment 1007

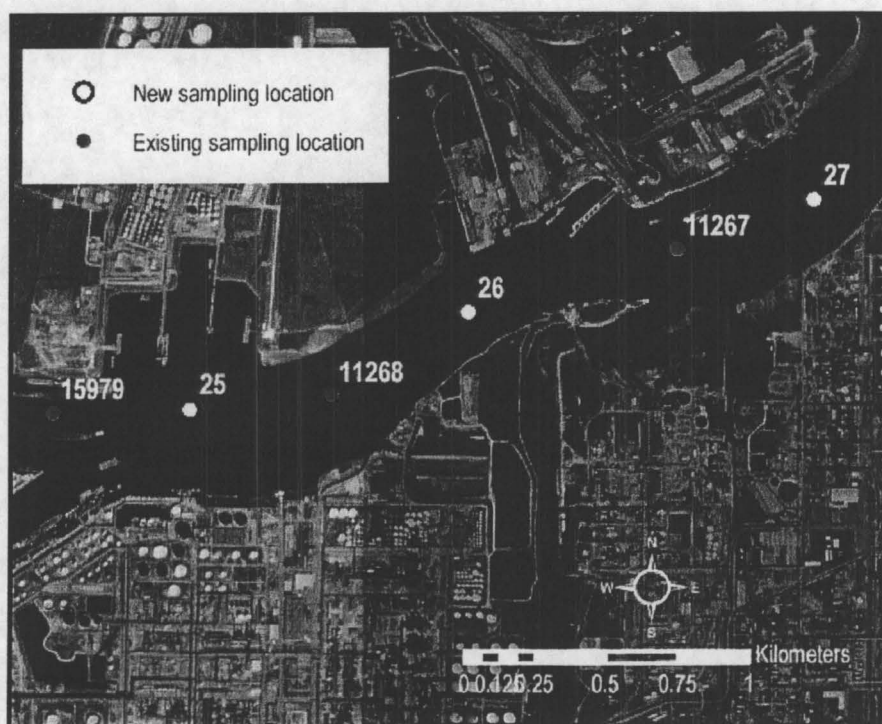


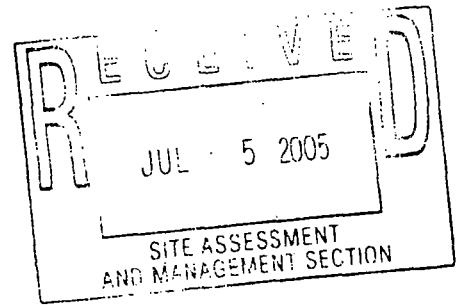
Figure 3. Proposed sampling locations in Segment 1006

Karen Russell
P.O. BOX 610
Pearland, Texas 77588-0610

June 27, 2005

CERTIFIED MAIL – 7003 0500 0000 5857 5278
RETURN RECEIPT REQUESTED

Marshall Cedilote, Project Manager
Superfund Site Discovery and Assessment Team
Site Investigation and Community Relations Section
Remediation Division
Texas Commission On Environmental Quality
P.O Box 13087
Austin, Texas 78711-3087

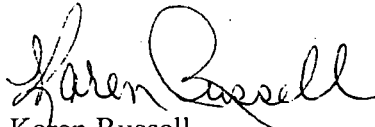


Re: Tract 4k Abstract 330, J.T. Harrell Survey, Harris County Property ID 042-235-0000-093
Property at 0 East Freeway, Channelview, Texas 77350
Former Site of McGinnis Industrial Maintenance Corporation Facility

Dear Mr. Cedilote:

This is in response to your letter dated June 10, 2005 addressed to the undersigned. This is to inform you that I have not been employed by McGinnis Industrial Maintenance Corporation since just prior to its sale in April of 1992 to G.C. Environmental, Inc. and that I have no authority to execute your requested Consent For Access To Property form on its behalf. The Texas Secretary of State's records indicate that the current address for McGinnis Industrial Maintenance Corporation is 1001 Fannin, Suite 4000, Houston, TX 77002 and that its registered agent and address are CT CORPORATION SYSTEM, 1021 Main Street, Suite 1150, Houston, Texas 77002.

Very truly yours,


Karen Russell

Kathleen Hartnett White, *Chairman*
R. B. "Ralph" Marquez, *Commissioner*
Larry R. Soward, *Commissioner*
Glenn Shankle, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

June 10, 2005

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Ms. Karen Russell
Bell Bottom Foundation Company
P.O. Box 610
Pasadena, Texas 77588-0610

Re: Tract 4K, Abstract 330, J.T. Harrell Survey, Harris County Property ID 042-235-0000-093
Property at 0 East Freeway, Channelview, Texas 77530
Former site of McGinnes Industrial Maintenance Corporation Facility

Dear Ms. Russell:

This letter is to inform you that a United States Environmental Protection Agency (EPA) Screening Site Inspection (SSI) has been scheduled for the above-referenced site the week of July 11, 2005. In order to complete the investigation, we are requesting permission to collect surface soil samples and sediment samples from the property described above. We wish to inform you that the Texas Commission on Environmental Quality (TCEQ) is a duly authorized representative of the EPA. Employees of TCEQ may, upon presentation of a Letter of Introduction, enter any facility where hazardous materials are generated, stored, treated, disposed, or transported to determine compliance with standards and regulations pursuant to the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA) as amended, 42 U.S.C. 9601 *et seq.* A member of the TCEQ Preliminary Assessment/Site Inspection Program will contact you to arrange a SSI date.

Specifically, this SSI is to determine if there is a "release or substantial threat of release into the environment of any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare" as described in Section 104 of CERCLA. Authority to conduct this SSI is contained in Section 104(e) of CERCLA, Section 308 of the Clean Water Act, Section 361.182 of the Texas Solid Waste Disposal Act, and Sections 26.014 and 26.015 of the Texas Water Code. Please be aware that this SSI may result in the site being considered for the state or federal Superfund programs.

Ms. Karen Russell

Page 2

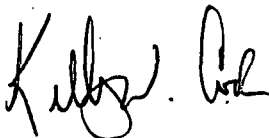
An SSI may include reviewing records, taking photographs, and collecting samples. If samples are collected, the owner, operator, or agent in charge of the facility may request a receipt describing the sample collected, and the remaining portion of any sample collected before the representative leaves the facility. Where sample volume or weight allows, the remaining portion will be equal in volume or weight to the portion retained by the representative. However, in every case, the representative's portion will be retained first. Please sign and date the **CONSENT FOR ACCESS TO PROPERTY** form and return it to the TCEQ within ten (10) days from the date of this letter in the envelope provided.

Additionally, representatives of TCEQ are authorized to collect information that is considered confidential. Any such information must be specified as confidential at the time of the SSI so that appropriate protective measures may be taken.

A copy of the final SSI Report and any analytical data developed as a result of the SSI may be obtained by writing to Susan Webster, Team Leader, Superfund Site Assessment Team (6SF-RA), EPA Region 6, 1445 Ross Avenue, Suite 1200, Dallas, Texas 75202-2733.

In future inquiries, to ensure prompt processing, please indicate your site's EPA I.D. number and name as listed. If you have any questions concerning this matter, please contact me at (512) 239-2525 (mail code MC-142).

Sincerely,



for Marshall Cedilote, Project Manager
Superfund Site Discovery and Assessment Team
Site Investigation and Community Relations Section
Remediation Division

MC/mc/ok

Enclosure



*2435 East Broadway
Pearland, Texas 77581
281/485-0535
281/485-0538 fax*

June 2, 2005

Mr. Marshall Cedilote
TCEQ
P. O. Box 13087
Austin, Texas 78711-3087

Mr. Wm. Warden
Harris County E.E.
16635 Clay Road
Houston, Texas 77084

Ms. Catherine Sherman
5425 Polk Ave., Ste. H
Houston, Texas 77023-1486

Re: McGinnis Property & Otto Marine (O.M.E.)

This letter will confirm our several telephone conversations regarding O.M.E. and relating to our meeting (the writer, Mr. Warden and Ms. Sherman) in Houston on June 1, 2005.

Mr. Cedilote has suggested that I write a "fact" letter as to the knows and not knows of the situation.

The McGinnis property (now Waste Management) was acquired for the purpose of storage waste sludge from Champion Paper Co. in Pasadena, Texas. This was a built up base (@ 20 acres) on the northwest corner of San Jacinto River and I-10 Intersection (bridge).

I, acting as a Marine Surveyor, representing interested Insurance Companies, inspected the barges MIMC (McGinnis Industries Maintenance Corp.) number 1-2-3-4 as well as the tugs "Kingfish" and "Cyclops" which pushed the tows from Pasadena to the San Jacinto river site.

I have personally witnessed the barges being loaded and discharged. These are open type hopper barges. Sludge is pumped in and out.

Mr. Marshall Cedilote
Mr. Wm. Warden
Ms. Catherine Sherman
June 2, 2005
Page - 2 -

Acting as a Marine Surveyor, I represented the Underwriters on two(2) accidents namely:

(1) One barge sank in Pasadena loading dock due to being left unattended and loading continuing over a weekend.

(2) Barge, as advised by Roland McGinnis (Mr. Virgil McGinnis', now deceased, nephew) who was operating office for MIMC was intended to be scrapped - filled with water and partially sunk at the I-10 site. Due to high tide and strong winds the barge floated itself and struck the I-10 bridge - Rowland reported the intention to the writer and several others and believe his claim was denied.

Enclosed with this letter is a copy of Pollution Control Board's letter dated July 29, 1966 to MIMC.

H.I.T. has leased one(1) dock (barge), office space, warehouse space and sold O.M.E. twelve(12) storage tanks which are now in place.

Big Star Barge & Boat has leased a tank barge "Star Diamond" to O.M.E. (formally Petroleum Stripping) for the past years. At this time we can state that neither the rent or charter hire is current - past 14+ months due.

O.M.E. operations was conducted by Michael Otto Jr., his wife, Michael Otto III, Kevin Otto, Winfred Vetter (281/550-3649), and Steve Sawyer (trying to locate) since he apparently signed off on reports.

We were given a copy of Ms. Sherman's excellent report, and it outlines the vessel that O.M.E. discharged cargo off however there is not a mention of tugs he allowed to pump their bilges off - we know of one tug "Neta E", Echo Towing Co., Mr. Tom Echols, 281/426-5541/ It is obvious from Ms. Sherman's report that O.M.E. has for several years been operating in violation of no permit to handle products involved; not properly manifesting, etc. which had they been stopped at the time - we would not have the cargo in tanks.

O.M.E. has insurance coverage and a copy of that policy has been given to Mr. Warden. Insurance agent is Harold Hobbs (713/776-9363) who is also agent for H.I.T. and Big Star Barge.

A chemical analysis has been made on the cargo in the twelve(12) tanks and that analysis has been given to Mr. Warden and copies can be made available if needed.


Mr. Marshall Cedilote
Mr. Wm. Warden
Ms. Catherine Sherman
June 2, 2005
Page - 3 -

A this time H.I.T. would like to express our concerns since summer is coming and heat can cause fluids to expand and form pressure. H.I.T. does not have the funds to dispose of this cargo that had been generated by O>M.E. and respectfully request that priority be given to the situation. A spill would be a catastrophe to the area.

We have been cooperative with situation (have spent several thousand dollars, time etc) and in closing assure your agencies that we will continue in this effort.

Trusting that the information provided herein will assist in the conclusion.

With respects,



Capt. Jack Roberts

JR:hr

Enclosure



Afternoon 5:45 PM

Texas Water Pollution Control Board

JOE A. MOORE, JR., CHAIRMAN
T. F. ANDERSON, VICE-CHAIRMAN
BEN RAMSEY
HOWARD V. ROSE

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

SAM E. WOHLFORD
J. E. PEAVY, M.D.
J. WELDON WATSON

July 29, 1966

Re: Holding Pond
Harris County, Texas

McGinnes Industrial Maintenance Corporation
201 North Richey
Pasadena, Texas 77502

Attention: Mr. V. C. McGinnes

Gentlemen:

This is in response to your letter of July 21, 1966 whereby you have requested permission to release a combination of stabilized waste water and rain water from a holding pond adjacent to Old River and Interstate Highway 10.

Based on our observation of the area from the air, and on the analytical data submitted with your letter, this Board would not oppose the emptying of the ponds in any reasonable manner. It is our firm understanding that the pond will not be used again for the storage of waste material.

In view of the fact that those ponds are located in Harris County, you may wish to ascertain whether local county officials have any interest in your proposed waste discharge.

We trust the above is satisfactory to you, and if you have any questions, please let us know.

Very truly yours,

Hugh C. Yantis, P.E.
Assistant Executive Secretary

HCY:eb

ccs: Brown & Root
State Health Department
Region IV
Joe Resweber
Harris County Health Department
Local Health Services

Id WPT:10 5002 20 Jun 02 2005 01:15PM P1

FAX NO. : 2814850538

FROM: ROBERTS

Kathleen Hartnett White, *Chairman*
R. B. "Ralph" Marquez, *Commissioner*
Larry R. Soward, *Commissioner*
Glenn Shankle, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

May 26, 2005

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Virgil C. McGinnis Trust
5837 Northdale Street
Houston, Texas 77087-4031

Re: Tract 4K, Abstract 330, J.T. Harrell Survey
Property at 0 East Freeway, Channelview, Texas 77530

Dear Sirs:

This letter is to inform you that a United States Environmental Protection Agency (EPA) Screening Site Inspection (SSI) has been scheduled for the above-referenced site the week of July 11, 2005. In order to complete the investigation, we are requesting permission to collect surface soil samples and sediment samples from the property described above. We wish to inform you that the Texas Commission on Environmental Quality (TCEQ) is a duly authorized representative of the EPA. Employees of TCEQ may, upon presentation of a Letter of Introduction, enter any facility where hazardous materials are generated, stored, treated, disposed, or transported to determine compliance with standards and regulations pursuant to the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA) as amended, 42 U.S.C. 9601 et seq. A member of the TCEQ Preliminary Assessment/Site Inspection Program will contact you to arrange a SSI date.

Specifically, this SSI is to determine if there is a "release or substantial threat of release into the environment of any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare" as described in Section 104 of CERCLA. Authority to conduct this SSI is contained in Section 104(e) of CERCLA, Section 308 of the Clean Water Act, Section 361.182 of the Texas Solid Waste Disposal Act, and Sections 26.014 and 26.015 of the Texas Water Code. Please be aware that this SSI may result in the site being considered for the state or federal Superfund programs.

A SSI may include reviewing records, taking photographs, and collecting samples. If samples are collected, the owner, operator, or agent in charge of the facility may request a receipt describing the sample collected, and the remaining portion of any sample collected before the representative leaves the facility. Where sample volume or weight allows, the remaining portion will be equal in volume or weight to the portion retained by the representative. However, in every case, the representative's portion will be retained first. Please sign and date the CONSENT FOR ACCESS TO PROPERTY form and return it to the TCEQ within ten (10) days from the date of this letter in the envelope provided.

Additionally, representatives of TCEQ are authorized to collect information that is considered confidential. Any such information must be specified as confidential at the time of the SSI so that appropriate protective measures may be taken.

A copy of the final SSI Report and any analytical data developed as a result of the SSI may be obtained by writing to Susan Webster, Team Leader, Superfund Site Assessment Team (6SF-RA), EPA Region 6, 1445 Ross Avenue, Suite 1200, Dallas, Texas 75202-2733.

In future inquiries, to ensure prompt processing, please indicate your site's EPA I.D. number and name as listed. If you have any questions concerning this matter, please contact me at (512) 239-2525 (mail code MC-142).

Sincerely,



Marshall Cedilote, Project Manager
Superfund Site Discovery and Assessment Team
Site Investigation and Community Relations Section
Remediation Division

MC/mc/ok

Enclosure



April 14, 2005

Ms. Faith Hambleton
Manager, TMDL Section (MC 203)
Texas Commission on Environmental Quality
P. O. Box 13087
Austin, Texas 78711-3087

Re: Dioxin in the San Jacinto River at the Interstate Highway-10 Bridge

Dear Ms. Hambleton:

The Texas Parks and Wildlife Department (TPWD) is the agency with primary responsibility for protecting the state's fish and wildlife resources (Texas Parks and Wildlife Code §12.0011(a)). Furthermore, TPWD is charged with providing information on fish and wildlife resources to any local, state, and federal agencies or private organizations that make decisions affecting those resources (Texas Parks and Wildlife Code §12.0011(b)(3)). In view of this mandate, we wish to share some information that has recently come to light regarding dioxin concentrations in San Jacinto River sediments. We are aware that this information may be relevant to more than one program at the Texas Commission on Environmental Quality (TCEQ) and we request your assistance in ensuring that appropriate measures are taken to ensure protection of fish and wildlife resources.

TPWD has recently become aware of information that suggests that there are old waste pits in a sandbar in the San Jacinto River just north of the Interstate Highway-10 (I-10) bridge. Please see Appendix A for recent and historical photographs and maps of the area. Anecdotal evidence suggests that the pits were used from the mid-1960's until about the mid-1970's for disposal of papermill waste. High levels of dioxin in water, sediment and tissue samples collected recently and in the 1990's support this interpretation. (See Appendix B.)

We have discussed this matter with your staff, staff of several other programs at TCEQ and of other agencies and were amazed to learn that no one seemed to be aware of this site. We bring this information to your attention at this time with the hope that action can be taken to address what appears to be a significant threat to aquatic resources and human health. We request that steps be taken to:

- 1) investigate the situation to confirm or refute the presence of contaminants,
- 2) prevent further spread of contaminants, if their presence is confirmed, and
- 3) remediate the site, if the presence of contamination is confirmed.



Take a kid
hunting or fishing

• • •

Visit a state park
or historic site

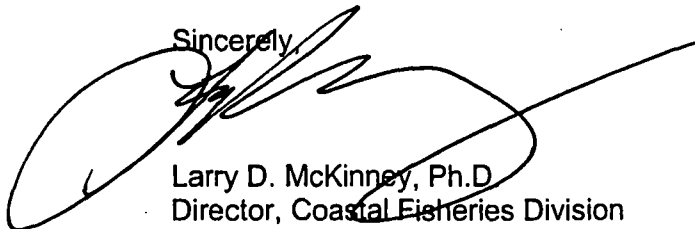
The potential presence of sediment contamination is an immediate concern as the San Jacinto River near the I-10 bridge is very active with respect to dredging, mining and construction. These activities may be spreading potentially contaminated sediments or resuspending dioxins in the water column. See Appendix C for a list of U.S. Army Corps of Engineer (USACE) Dredge and Fill Permits in this area. The USACE does not typically require sediment testing prior to permit approval unless a contamination problem has been confirmed.

In the longer term, we are concerned that this area may be a significant source of contamination for the Houston Ship Channel and Upper Galveston Bay ecosystem. Fishing advisories are already in place for this area. We support TCEQ's efforts to address the situation through a Total Maximum Daily Load (TMDL) project. We hope that this new information can be incorporated into the existing TMDL study.

While it is probably beyond the scope of the TMDL program to initiate ~~investigation and remediation of a contaminated site, we understand that~~ funds for this purpose may be available through the Preliminary Assessment-Site Investigation program in the Remediation Division. We request that you contact the Remediation Division with your recommendation that this site be investigated as part of the Federal Superfund Site Discovery Program.

We appreciate your assistance in addressing this environmental concern. Please feel free to contact Dr. Patricia Radloff at 512-912-7030 if you have questions or need more information.

Sincerely,



Larry D. McKinney, Ph.D
Director, Coastal Fisheries Division

LDM:PR:dh

Enclosures

cc (w/enclosures):

Tom Weber, TCEQ, Manager, Water Section, Chief Engineer's Office (MC 203)
Larry Koenig, TCEQ, TMDL Section (MC 203)
Jackie Hardee, TCEQ, Director, Remediation Division (MC 225)
Wes Newberry, TCEQ, Site Investigation Team (MC 142)
Vickie Reat, TCEQ, Remediation Division (MC 168)
Richard Seiler, TCEQ, Natural Resource Trustees Program Team (MC 142)
Patrick Roques, TCEQ, Surface Water Quality Monitoring Team (MC 165)
Mark Fisher, TCEQ, Water Quality Assessment Section (MC 150)
Jim Davenport, TCEQ, Water Quality Standards Team (MC 150)
Charles Bayer, TCEQ, Water Quality Standards Team (MC 150)

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Ryan Fordyce, U.S. Army Corps of Engineers, P. O. Box 1229, Galveston, TX 77553
Kirk Wiles, Director, Seafood and Aquatic Life Group, Department of State Health Services, 1100 W. 49th Street, Austin, TX 78756
Michael Tennant, Seafood and Aquatic Life Group, Department of State Health Services, 1100 W. 49th Street, Austin, TX 78756
Phil Crocker, EPA Region 6, 1445 Ross Avenue, Suite 1200, Dallas, TX 75202
Carl Masterson, Houston-Galveston Area Council, P. O. Box 22777, Houston, TX 77227-2777
Jim Adams, General Manager, San Jacinto River Authority, 1577 Damsite Rd., Conroe, TX 77034
~~Hanadi Rifai, University of Houston, Dept. of Engineering, 4800 Calhoun Rd., Houston, TX 77204~~
Randy Palachek, Parsons, 8000 Centre Park Dr., Austin, TX 78754
Paul Jensen, PBS&J, 6504 Bridge Point Pkwy., Austin, TX 78730

APPENDIX A

Maps and Aerial Photographs of the San Jacinto River at I-10

This sequence of maps and photos shows the history of this area of the San Jacinto River. The 1955 topographic map shows a clearly delineated channel of the San Jacinto River prior to subsidence. Note that no waste pits appear on this map. The 1967 topographic map shows what could be waste pits just north of the I-10 bridge. In the 1982 topographic map and aerial photograph, much of the land area north of I-10 has been submerged due to subsidence.

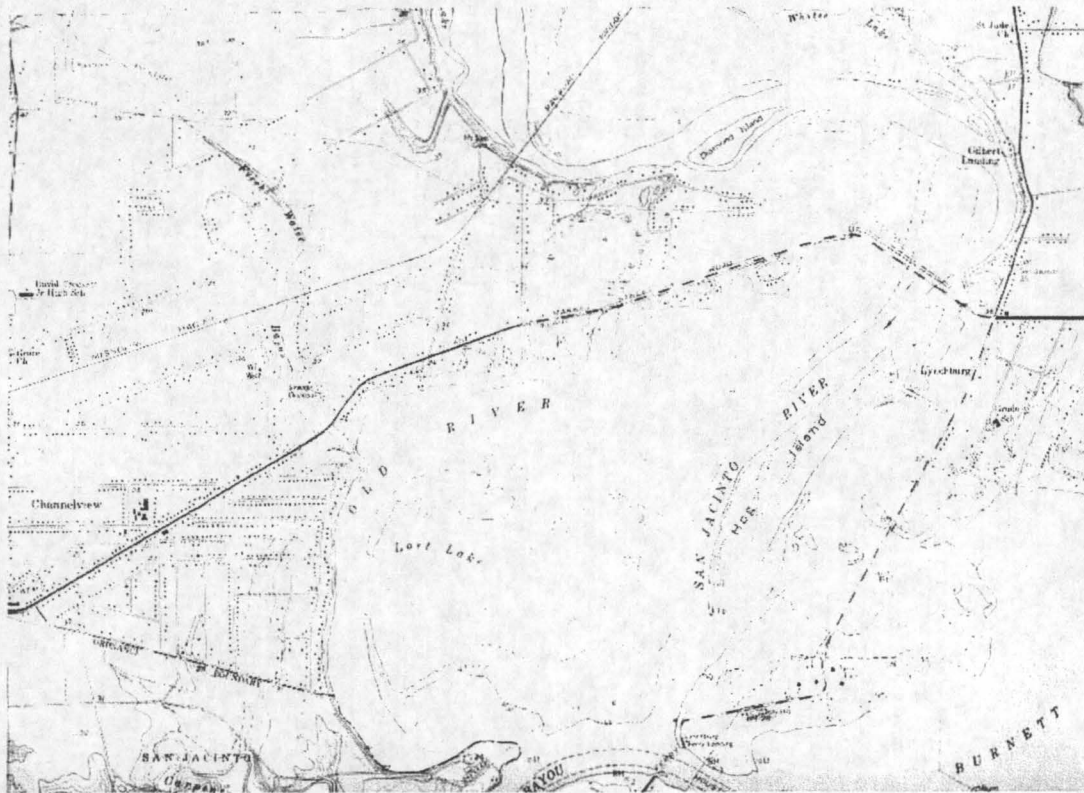


Figure 1. 1955 Topographic Map

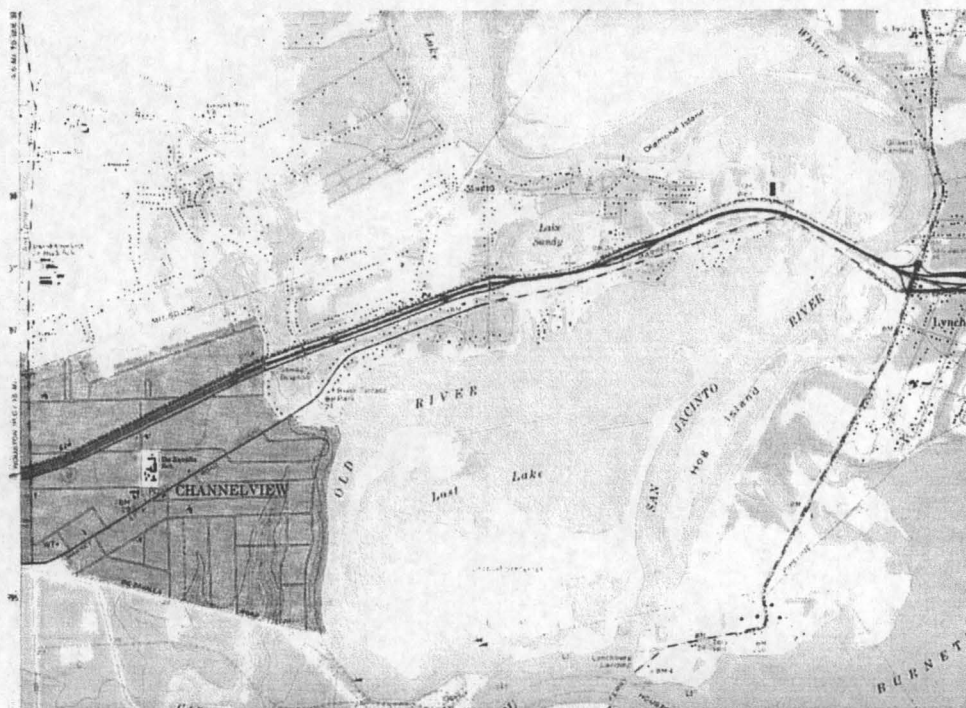


Figure 2. 1967 Topographic Map

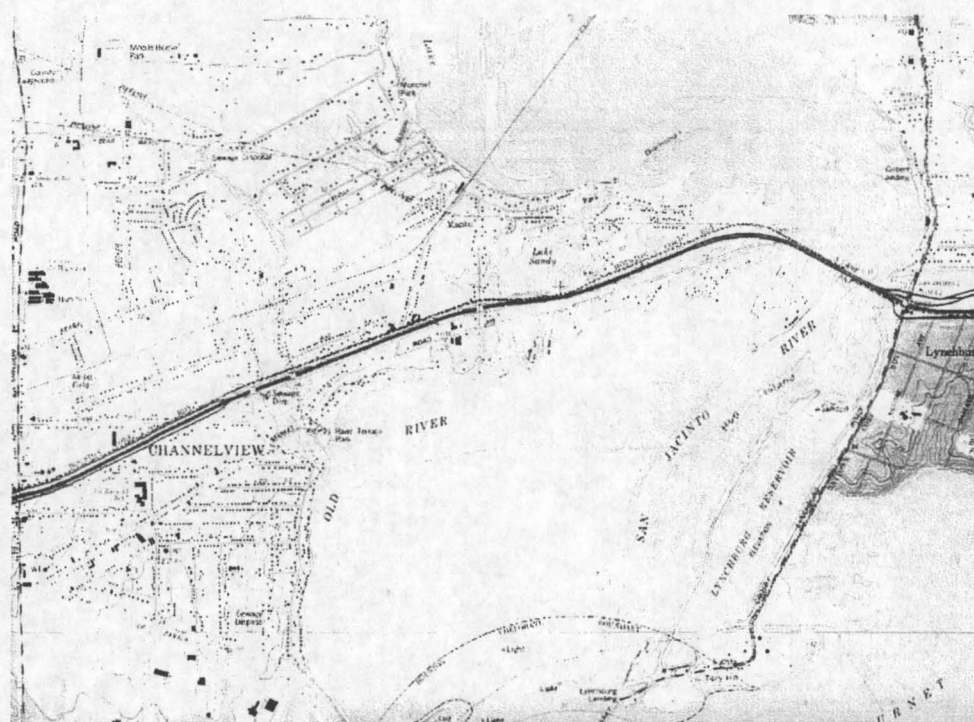


Figure 3. 1982 Topographic Map



Figure 4. 1982 Aerial Photograph

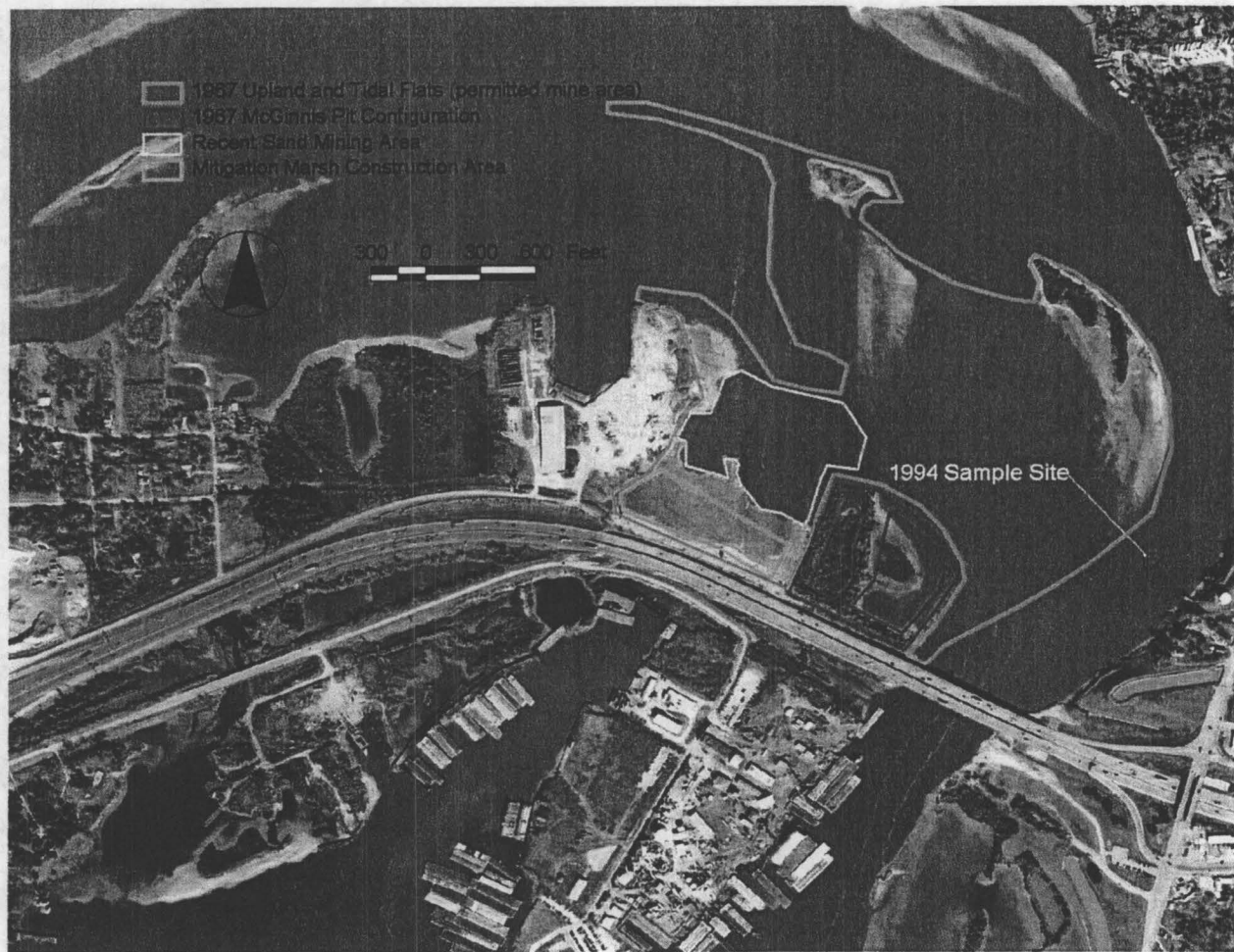


Figure 5. 2005 Aerial Photo

In Figure 5, the green polygon shows the general presubsidence upland and tidal flat configuration. This outlined area, excepting the two islands, is permitted for additional sand mining under USACE permit 19284(03), which is in the process of being renewed. The tan polygon indicates the area recently dredged for sand. The sand was processed on the adjacent high ground and much of the finer sediment (silts and clays) has washed back into the excavated hole. The blue polygon indicates where clayey material from the mining was placed and is now being spread out onto the existing tidal flat to create a marshland as required by USACE permit 19284(03). The red polygon shows the approximate configuration of the waste pit as depicted on the 1967 topographic map. The red circle indicates the approximate location of the 1994 sediment sample point that had high dioxin levels.

APPENDIX B

Water, Sediment and Tissue Data for the San Jacinto River at I-10

Published data support the potential existence of a dioxin source at the San Jacinto River at I-10. Work done as part of the Houston Ship Channel Toxicity Study in the 1990s and recent work done as part of the Houston Ship Channel dioxins TMDL show elevated levels of dioxin in water, sediment and tissue samples. A summary of relevant data is provided below.

Houston Ship Channel Toxicity Study [1]

The Houston Ship Channel Toxicity Study sampled twice in the San Jacinto River at I-10. Water samples taken there did not show any exceedances of criteria with the exception of one value for copper (Table 4.2-1). Fish and crab tissue samples taken at the station showed the presence of dioxins and furans in addition to Aroclor 1260, Benzidine, and Chrysene (Table 4.2-1). Values for dioxins and furans were high, with TEQ values of 2.31 ng/kg in blue catfish and 2.47 ng/kg in crabs (Table 3.2-16).

Sediment samples showed significant values for dioxins and furans, with TEQs of 46.1 ng/kg in August 1993 and 27.2 ng/kg in May 1994 (Table 3.2-12 and Figure 4.2-17). These were among the highest values observed in the study. Discussion in the report indicates, "the high TEQs obtained for sediments collected from ... the San Jacinto River at Interstate 10 cannot be explained with available information. ... Catfish and crabs collected from the San Jacinto River upstream of the Interstate 10 bridge also have relatively high [2,3,7,8-tetrachloro-dibenzo-*p*-dioxin (TCDD) equivalent concentrations] TEQs. However, the contamination appears to be restricted to that site in the river and is not associated with the contamination observed in the channel" (Pages 5-2, 3).

TMDL for Dioxins

More recent data collected as part of TCEQ's TMDLs for dioxins indicate the continued presence of dioxin contamination in the San Jacinto River at the I-10 bridge. The TMDL study includes sampling of water, sediment and tissue beginning in 2002. The Final Report for Work Order No. 4, published in October 2003 [2], includes data for summer 2002, fall 2002 and spring 2003 for station 11193, located in the San Jacinto River at the I-10 bridge. (See Figure 6.) The sampling at this station occurred during or shortly after the sand mine was in operation and the results suggest that the mining may have exacerbated the existing problem identified in the 1994 study.

Quoting from the text of the report, "The highest dioxin concentrations for the fall [2002 water] samples were found at stations 11193 (segment 1001) and 15979 (segment 1006); while in Spring 2003, stations 11193 and 11261 exhibited the highest TEQs in water" (p. 92).

"The highest TEQ levels were measured in [sediment] samples from locations 15979 (segment 1006) and 11193 (segment 1001) during the Summer 2002 event and from locations 11292 (segment 1007) and 11193 (segment 1001) during Fall 2002. Location 11193 had the highest dioxin concentration in water as well. In-channel locations 11193 (segment 1001) and 16618 (segment 1005) exhibited the highest dioxin levels [in sediment] during the Spring 2003 sampling event" (p. 98).

Regarding all collected fish and shellfish tissue samples, "It is noted that the health-based standard of 0.47 ng TEQ/kg (derived from the Texas Water Quality Standards) was exceeded in 97% of the fish samples and in 95% of the crab samples" (p. 104). For all the 2002 and 2003 sampling events, "Station 11193 in the San Jacinto River (segment 1001) exhibited the highest average TEQ in water and the third highest TEQ in sediment" (p. 149, Figure 4.44 and Table 4.47).

The following table summarizes the data for station 11193 [2]:

	Summer 2002	Fall 2002	Spring 2003	Reference	Average of all samples (Table 4.47)	Rank (Table 4.47)	Site-Specific Target (p.32)
Water³ (TEQ pg/L)	0.4661	2.6720	3.0948	Table 4.13	2.078	1	0.0933 pg TEQ/L (Water Quality Standard) ¹
Sediment (TEQ ng/kg dry wt)	103.23	63.89	138.96	Table 4.19	102.028	3	
Sediment (TEQ ng/kg organic carbon- normalized)	19117.13	10473.61	16543.27	Table 4.19			470 ng TEQ/kg OC (organic carbon- normalized) ²
Fish tissue (TEQ ng/kg wet wt)	13.117	4.845	5.734	Table 4.23	7.898	13	0.47 ng TEQ/kg
Crab tissue (TEQ ng/kg wet wt)	5.519	1.361	4.490	Table 4.24	3.790	18	0.47 ng TEQ/kg

1 – Preliminary, estimated site-specific targets for water were estimated in [2, p. 32] as 0.027 pg TEQ/L (TCEQ) or 0.191 pg TEQ/L (TDH).

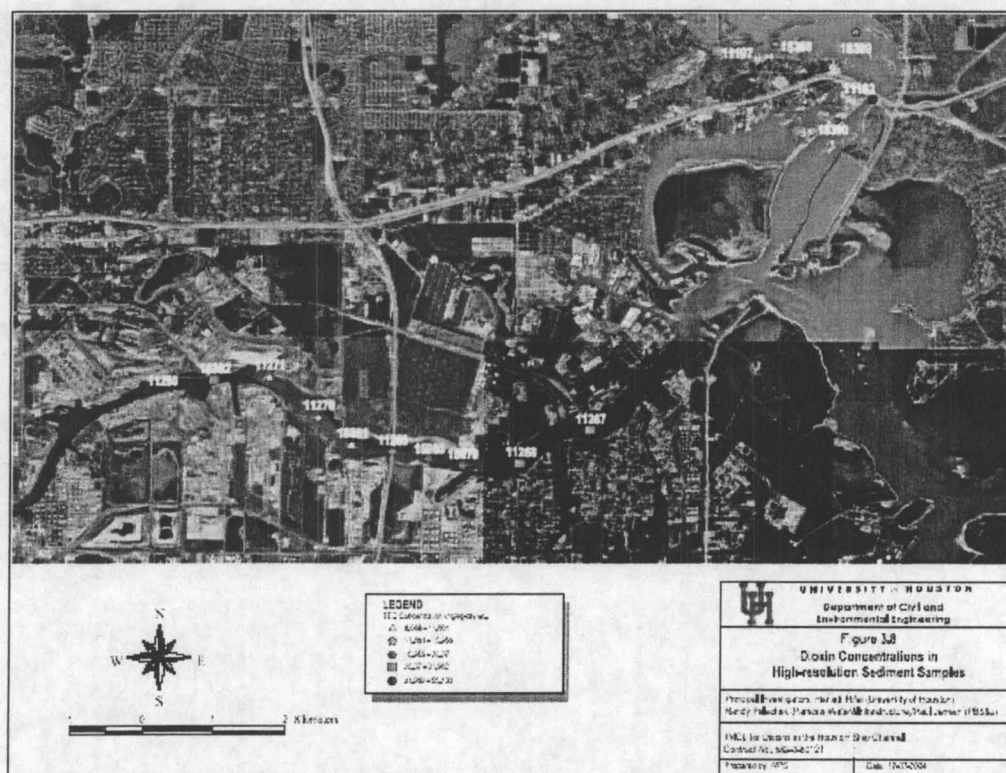
2 – Preliminary, estimated site-specific target for sediment.

3 – Total concentration in water obtained by summing dissolved and suspended concentrations [2, p. 92].

Data evaluation, collection and modeling is included as part of Work Order No. 7. Quarterly report No. 1 [3] presents results of preliminary modeling done to ensure that all processes and sources have been identified. Quoting from the report, “A preliminary mass balance of dioxin in the Houston Ship Channel was completed using the QUAL-TX model for the system. Results indicate that the quantified runoff and point source loadings account for only 26% of the total loadings to the Houston Ship Channel” (p. 55). “The modeled concentrations are lower than the measured ones in some reaches. Observed concentrations in the vicinity of stations 15979 and 11193 are elevated and could not be matched using data from known sources even when adjusting all model parameters ... an additional source would have to be entered in the vicinity of station 11193 to match the peak observed at that location. Possible unquantified sources include road runoff, groundwater leachate, dredged material leachate, and localized contaminated sediments” (p. 47). This inability to accurately model station 11193 is also noted in Quarterly Report No. 2 [4], which states, “Similar to what was observed with the TEQ model, measured concentrations in the vicinity of stations 15979 and 11193 are elevated and could not be matched using data from known sources even when adjusting all model parameters” (p.89).

Additional sampling was conducted in Spring 2004 [5]. For the water samples, “The highest TEQ levels [in the spring 2004 sample] were measured at stations 11193 (segment 1001) and 15979 (segment 1006)” (p. 41-2). “The [total water] dioxin concentration at station 11193 in the San Jacinto River (segment 1001) is higher than those measured at the confluence with the main channel and higher than that measured at station 15979. The profile is similar to that seen in previous sampling events” (p. 122). Station 11193 had high values for sediment samples as well in the Spring 2004 sampling event. “The highest [sediment] TEQ levels were measured in samples from locations 11280 (segment 1007) and 11193 (segment 1001)” (p. 42). “Dioxin concentrations were low for most of the locations (upstream and downstream of station 11280). Sediment TEQ concentration for station 11193 in the San Jacinto River (segment 1001) was the only exception, with a concentration as high as that measured at station 11280 (segment 1007)” (p. 124). For fish and shellfish tissue, “The health-based standard of 0.47 ng TEQ/kg ... was exceeded in 96% of the catfish samples (27 out of 28) and in 96% of the crab samples (25 out of 26)” (p. 50). The report concludes that “regardless of regulatory changes to reduce levels of dioxins, sediment and tissue data for the Houston Ship Channel suggest that there has been little change in total TEQ over time” (p. 292).

Data for summer 2004 sampling were reported in Quarterly Report No. 5 [6]. In summer 2004, shallow and deep water samples were taken in the San Jacinto River at I-10. “Analysis of water samples ... showed consistently higher dioxin concentrations for the deep samples than for the shallow ones” (p. 61). Sediment samples were taken upstream and downstream in the vicinity of station 11193 to try to locate unidentified major sources (p. 31 and Figure 3.8). At station 18389, about 1 kilometer upstream of 11193, and at station 18390, about 1 kilometer downstream of 11193, sediment values were high. “Both 2378-TCDD and TEQ [sediment] levels at station 18389 (~1 km upstream of station 11193) are significantly higher than those observed at the remaining locations in segment 1001, which might suggest the presence of an identified source of 2378-TCDD” (p. 33).



The following table summarizes the 2004 data for station 11193 [5] and [6]:

	Spring 2004 [5]	Summer 2004 [6]	Fall 2004 (Data not yet available)	Reference	Average of all samples (Table 4.9 [5])	Rank (Table 4.9 [5])	Site-Specific Target [2, p.32]
Water² (TEQ pg/L)	1.2524 (average of two values)	1.4484 (shallow) 2.3318 (deep)		Table 3.9 [5] Table 3.6 [6]	1.871	1	0.0933 pg TEQ/L (Water Quality Standard)
Sediment (TEQ ng/kg dry wt)	91.27	55.13 (average of two values)		Table 3.12 [5] Table 3.7 [6]	99.338	4	
Sediment (TEQ ng/kg dry wt)	---	At 18389 (upstream) 15.96		Table 3.7 [6]			
Sediment (TEQ ng/kg dry wt)	---	At 18390 (downstream) 11.66		Table 3.7 [6]			
Sediment (TEQ ng/kg organic carbon- normalized)	19013.54	4825.95 (average of two values)		Table 3.12 [5] Table 3.7 [6]			470 ng TEQ/kg OC (organic carbon- normalized) ¹
Sediment (TEQ ng/kg organic carbon- normalized)	---	At 18389 (upstream) 3711.40		Table 3.7 [6]			470 ng TEQ/kg OC (organic carbon- normalized) ¹
Sediment (TEQ ng/kg organic carbon- normalized)	---	At 18390 (downstream) 2082.23		Table 3.7 [6]			470 ng TEQ/kg OC (organic carbon- normalized) ¹
Fish tissue (TEQ ng/kg wet wt)	5.08			Table 3.13 [5]	7.193	12	0.47 ng TEQ/kg
Crab tissue (TEQ ng/kg wet wt)	3.35			Table 3.14 [5]	3.679	18	0.47 ng TEQ/kg

1 – Preliminary, estimated site-specific target for sediment.

2 – Total concentration in water obtained by summing dissolved and suspended concentrations [5, p. 31]

APPENDIX C

Dredging, Mining and Construction Activity in the San Jacinto River near I-10

The San Jacinto River near the I-10 bridge has seen a great deal of dredging, mining and barge berth construction activity in recent years. Based on evidence presented in Appendix B, it is likely that much of this activity has shifted contaminated sediment. TPWD understands in most cases when dredging is occurring that the material is mechanically (dragline) dredged and then placed on the adjacent property to dewater. It is then used to elevate construction sites above the flood level.

The following table lists some recent issued and pending Army Corps of Engineers permits for this area:

Permit Number	Date of Notice	Status	Applicant	Location	Activity
22776	12/17/2002	Awarded	Joseph Dunn	San Jacinto River – 1 mile above I-10	Dredge and Fill
21836(01)	3/3/2003	Awarded	Orion Construction	Old River – 1 mile below I-10	Dredge and Fill
22941(01)	4/22/2003	Awarded	TH Investments	San Jacinto River – 1 mile below I-10	Barge Mooring
20709(03)	8/12/2003	Unknown	Kirby Inland Marine	Old River – 3 miles below I-10	Barge Mooring
21156(02)	7/14/2004	Unknown	Cheryl K. Inc.	Old River – 2.5 miles below I-10	Barge Mooring
23522	9/1/2004	Unknown	Ballard Exploration	At Old River and San Jacinto River, 4000 ft below I-10	Oil Well Installation
22941(02)	12/20/2004	Unknown	TH Investments	San Jacinto River – 1 mile below I-10	Barge Mooring
23601	12/27/2004	Unknown	TH Investments	San Jacinto River – 1 mile below I-10	Barge Mooring
23702	3/22/2005	On Notice	MGI Trading Inc.	Old River – 2.5 miles below I-10	Barge Mooring
19824(04)	---	Pending	Houston International Terminal	Envelopes the suspected waste pit site	Sand Mining and Processing
Not yet available	---	In preparation	Not yet available	Immediately below the I-10 bridge	Dredge and Fill

Figure 8 depict locations of the permits listed above. Note that some permits for Old River have been included in this listing. TPWD believes that during high flow conditions water flows directly under I-10 and into both the San Jacinto River and Old River. Blue arrows depict the direction of flow. It is possible that sediments in Old River may be contaminated with dioxin as well.

Figure 9 depicts a close-up of splays that result from tugboat propwashing as tugboats maneuver barges in and out of shallow waters. This photo is an enlargement of the barge mooring seen at the bottom center of Figure 8. This type of activity could contribute to resuspension of sediments and high concentrations of dioxin in the water column.

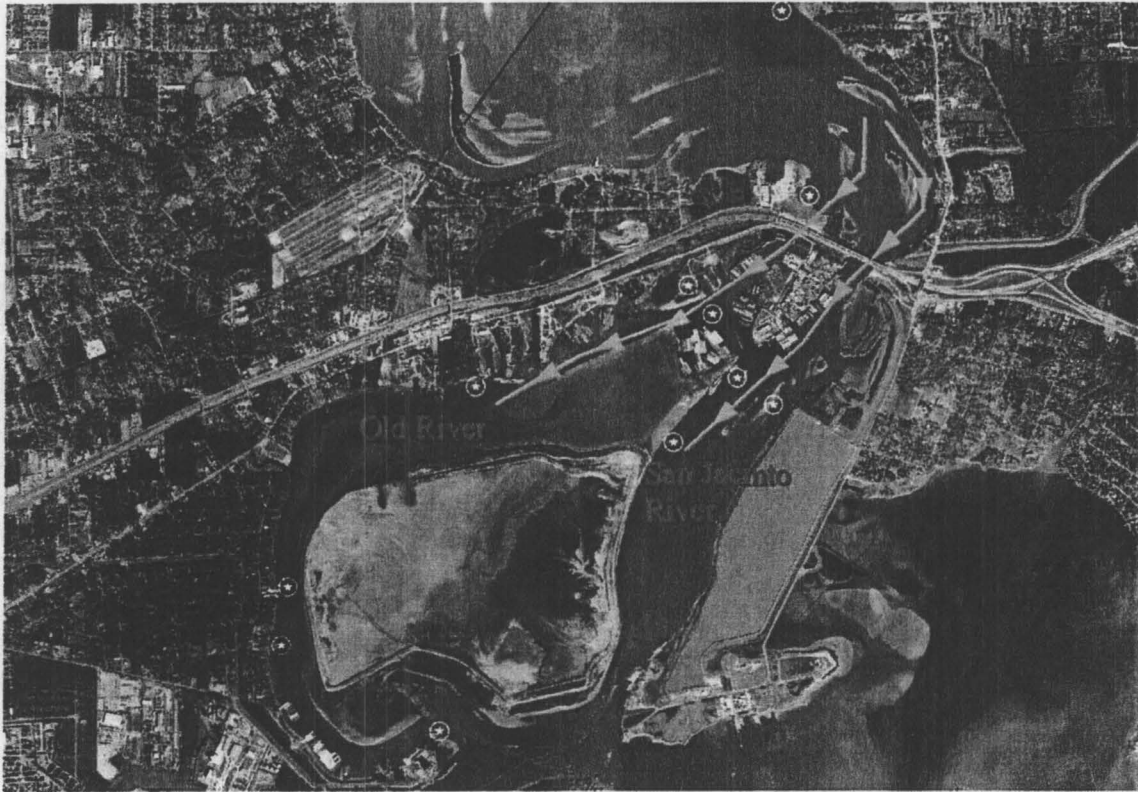


Figure 8. Location of some recent USACOE permits (yellow circles) in the vicinity of the San Jacinto River, Old River and the I-10 bridge. Blue arrows depict river flow during flood events. Water flows directly under the I-10 bridge and into both the San Jacinto River and Old River.

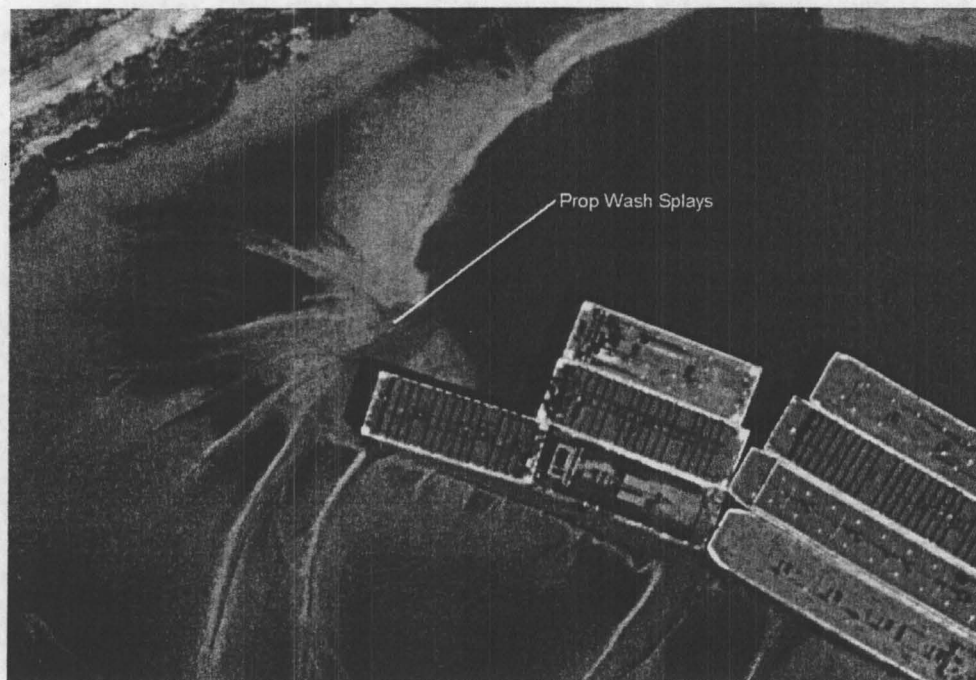


Figure 9. Example of prop wash splays from barge berthing activities.

APPENDIX D

References

1. Houston Ship Channel Toxicity Study Project Report, ENSR Consulting and Engineering, July 1995. ENSR Document No. 1591R001.01.
2. TMDLs for Dioxins in the Houston Ship Channel, Contract No. 582-0-80121, Work Order No. 582-80121-04, Final Report, October 2003, University of Houston, Parsons Engineering and PBS&J.
3. TMDLs for Dioxins in the Houston Ship Channel, Contract No. 582-0-80121, Work Order No. 582-80121-07, Quarterly Report No. 1, January 2004, University of Houston, Parsons Engineering and PBS&J.
4. TMDLs for Dioxins in the Houston Ship Channel, Contract No. 582-0-80121, Work Order No. 582-80121-07, Quarterly Report No. 2, April 2004, University of Houston, Parsons Engineering and PBS&J.
5. TMDLs for Dioxins in the Houston Ship Channel, Contract No. 582-0-80121, Work Order No. 582-80121-07, Quarterly Report No. 4, November 2004, University of Houston, Parsons Engineering and PBS&J.
6. TMDLs for Dioxins in the Houston Ship Channel, Contract No. 582-0-80121, Work Order No. 582-80121-07, Quarterly Report No. 5, January 2005, University of Houston, Parsons Engineering and PBS&J.

For references 2-6, see http://www.hgac.com/HGAC/Programs/Water+Resources/Total+Maximum+Daily+Loads+TMDL+/Dioxin+TMDL/Download_Central.htm



*Electronic
only*

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dwinfrey@wm.com

Via E-Mail (original to follow)

September 14, 2006

Mr. Marshall Cedilote
Coordinator/Grant Manager, PA/SI Program
Remediation Division
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, TX 78711

RE: McGinnes Industrial Maintenance Corporation Site
Channelview, Harris County, Texas

Dear Mr. Cedilote:

Enclosed you will find McGinnes Industrial Maintenance Corporation's response to the Texas Commission on Environmental Quality's request for information regarding the above-referenced site.

McGinnes Industrial Maintenance Corporation has made every effort to respond to TCEQ's request as thoroughly and completely as it can. Moreover, Respondent is committed to amending and/or supplementing these responses, as may be necessary or appropriate going forward, to the extent that any additional information and/or documents so warrant.

Please direct all future correspondence regarding this matter to:

Mr. March Smith
Director - South
Closed Site Management Group
Waste Management
2859 Paces Ferry Road
Suite 1600
Atlanta, Georgia 30339
Telephone: 770-805-3520

Should you have any questions or comments, please feel free to contact me at 713/265-1431.

Sincerely,

David Winfrey
Legal Counsel - Environmental, Health & Safety

Attachments

CC: March Smith (w/attachments)

Mc Ginnes Industrial Maintenance Corporation

- 1. Discuss your organization's relationship to this facility, to any of its operators, and to the McGinnes Industrial Maintenance Corporation.**

Respondent's investigation has not lead to the discovery of any information that Respondent has reason to know establishes a relationship between Respondent and this facility or operators of the facility. Without additional information, Respondent would be left to assume that the parcel referenced in TCEQ's request, was in fact owned by McGinnes Industrial Maintenance Corporation. While Respondent recognizes that McGinnes Industrial Maintenance Corporation operated in Harris County, and accordingly most likely leased or owned property in Harris County, Respondent is notwithstanding, unable to determine from any documents reviewed to date, what property if any was leased or owned by McGinnes, or whether McGinnes owned the parcel under review by TCEQ. Respondent remains open to explore any additional evidence that may be forthcoming from either its own continuing investigation or from TCEQ, that may shed light on any parcel ownership by McGinnes.

The following explains the history of McGinnes Industrial Maintenance Corporation as it may relate to Waste Management of Texas, Inc.

- | | |
|------------|--|
| 8/31/1966 | McGinnes Industrial Maintenance Corporation is incorporated in Texas. (Attachment A) |
| early 1992 | G.C. Environmental, Inc. acquires the stock of McGinnes Industrial Maintenance Corporation. (Attachment B) |
| early 1992 | ENVIRx, Ltd. acquires the stock of G.C. Environmental, Inc. (Attachment C) |
| 7/10/1992 | ENVIRx, Ltd. changes its name to ENVIRx Industries, Inc. (Attachment D) |
| 8/24/1992 | ENVIRx Industries, Inc. changes its name to TransAmerican Waste Industries, Inc. (Attachment E) |
| 5/1998 | USA Waste Services, Inc. acquires the stock of TransAmerican Waste Industries, Inc. (Stock certificate not available.) |
| 7/16/1998 | USA Waste Services, Inc. changes its name to Waste Management, Inc. (Attachment F) |
| 12/2/1998 | Waste Management, Inc. contributes the stock of TransAmerican Waste Industries, Inc. to Waste Management Holdings, Inc. (Attachment G) |

Mc Ginnes Industrial Maintenance Corporation

- 12/2/1998 Waste Management Holdings, Inc. contributes the stock of TransAmerican Waste Industries, Inc. to Waste Management of North America, Inc. (Attachment H)
- 12/15/1999 Waste Management of North America, Inc. is merged into Waste Management Holdings, Inc. (Attachment I)
- 12/17/2002 TransAmerican Waste Industries, Inc. is merged into Waste Management Holdings, Inc. (Attachment J)
- 1/3/2003 Waste Management Holdings, Inc. transfers ownership of McGinnes Industrial Maintenance Corporation to Waste Management Holdings of Texas, Inc. (Attachment K)
- 1/6/2003 Waste Management Holdings of Texas, Inc. transfers ownership of McGinnes Industrial Maintenance Corporation to Waste Management of Texas, Inc. (Attachment L)
- 2006 Waste Management of Texas, Inc. currently holds McGinnes Industrial Maintenance Corporation.

2. **Provide the name(s), address (es), and any facility identification numbers for any businesses which were associated with this facility that are available to your organization. Include any knowledge regarding persons or companies that sold, generated, transported, or disposed of hazardous substances, including product or waste material at this facility. Include all material that may have been sent for reclamation.**

Respondent incorporates its response to question 1 above. Furthermore, Respondent asserts that its investigation has not lead to the discovery of any name(s), address (es) or any facility identification numbers for any businesses that Respondent has reason to know was associated with this facility. Respondent also asserts that its investigation has not lead to the discovery of any information regarding any persons or companies that Respondent has reason to know sold, generated, transported, or disposed, or disposed of hazardous substances, including product or waste material at this facility. Respondent's investigation has not lead to the discovery of any information that Respondent has reason to know would indicate the material that may have been sent for reclamation.

3. **List all materials shipped, stored, or transported to this facility. Include the common name(s) or the name(s) listed on known Material Safety Data Sheets (MSDS), and, if available, the International Union of Pure and Applied Chemistry (IUPAC) name.**

Respondent incorporates it response to question 1 above. Furthermore, Respondent asserts that its investigation has not lead to the discovery of any information that

Mc Ginnes Industrial Maintenance Corporation

Respondent has reason to know relates to materials shipped, stored, or transported to this facility.

4. **Provide any analytical data associated with material shipped, stored, transported to, or disposed at this facility.**

See response to question 3.

5. **Provide the dates in which your organization may have had any involvement with the facility. Include dates of disposal, volumes of hazardous substances disposed, and all waste characterization sheets.**

Respondent incorporates its response to question 1 above. Furthermore, Respondent asserts that its investigation has not lead to the discovery of any information that it has reason to know indicates the dates of any alleged involvement with the facility.

6. **Provide all shipping documents associated with any material shipped, stored, or transported to this facility, including bills of lading, hazardous and non-hazardous waste manifests, transportation tickets, and any other documents which could be associated with operations at this facility.**

See response to question 3.

7. **Provide any additional information your organization has that may be useful in determining the facility's operational history.**

Respondent incorporates its response to question 1 above. Furthermore, Respondent asserts that its investigation has not lead to the discovery of any information that Respondent has reason to know may be useful in determining the facility's operational history.

business of merchants, and any trade of business incident thereto or connected therewith, not in violation of laws.

3. To acquire by lease, purchase, gift, devise, contract, concession, or otherwise, and to hold, own, develop, explore, exploit, improve, operate, lease, enjoy, control, manage, or otherwise turn to account, mortgage, grant, sell, exchange, convey, or otherwise dispose of, restricted to within two miles outside of any village, township, or corporate city limits, any and all real estate, lands, options, concessions, grants, land patents, franchises, rights, privileges, easements, tenements, estates, hereditaments, interests, and properties of every kind, nature and description, whatsoever, not in violation of laws.

4. To print, publish, edit, distribute, to revise, to write, to create, to direct, delineate, produce, paint, draw, engrave, and any other arts which pertain to the expression of ideas on any kind of material or surface and in general exercise without limitations, skill in performance, experience, study, observation, knack, human contrivance, ingenuity, science, knowledge, crafts, to the extent now or hereafter permitted by law.

5. To enter into, make and perform contracts of every kind and description with any person, firm, association or

6. To adopt, apply for, obtain, register, produce, take, purchase, exchange, lease, hire, acquire, secure, own, hold, use, operate, contract, or negotiate for, take licenses or other rights in respect of, manufacture under, introduce, sell, assign, collect the royalties on, mortgage, pledge, create liens upon, or otherwise dispose of, deal in, and turn to account, letters patent, patents, patent rights, patents applied for or to be applied for, designs, trademarks, trade names and symbols, labels, distinctive marks and indications of origin or ownership, copyrights, syndicate rights, inventions, discoveries, devices, instruments, machines, improvements, modifications, licenses, processes, data, and formulae of any and all kinds granted by, or recognized under or pursuant to the laws of the United States of America, or of any other country or countries whatsoever, and with a view to the working and development of the same, to carry on any business, whether manufacturing or otherwise, which the corporation may think calculated, directly or indirectly, to effectuate these objects.

7. To contract for the erection, construction, or repair of any building, structure, or improvement, public or private, and to erect, construct, or repair same or any part thereof, and to acquire, own, or prepare for use any materials for

9. To establish and maintain a drilling and dredging business with authority to own and operate drilling rigs, dredges, machinery, tools and apparatus necessary in the boring or otherwise sinking of wells, or the making of excavations, in the search for or production of oil, gas, or other minerals, water or other natural resources, and the purchase and sale of goods, wares, and merchandise and services used or useful for such business.

10. To prospect for, develop, mine, produce, acquire, store, refine, process, beneficiate, manufacture, and market natural resources of any kind or all kinds.

11. To mine for, produce, manufacture, refine and deal in oil, gas, salt, sulphur or other minerals and natural resources and all products and materials used or useful in such business.

12. To purchase or lease or otherwise acquire rights in lands in any locality for the purpose of prospecting for the obtaining oil, gas, salt, sulphur, or other minerals, and natural resources; and to that end, to drill, or cause to be drilled, wells, or sink, or cause to be sunk, shafts for mining, and to buy, lease, or otherwise acquire drilling rigs or other machinery or apparatus necessary to fully accomplish said purposes; and if oil or any other minerals or other natural

importing, exporting, exploiting and using, and to develop, purchase, sell, manufacture, compound, refine, distill, treat, prepare, analyze, synthesize, produce, and in every way deal in and with chemicals of every kind, chemical materials, substances and products, including hydrocarbons, petrochemicals, petroleum products and by-products, acids, alkalis and salts, their compounds and derivatives, and also derivatives, materials, products, substances and combinations produced or manufactured therefrom, including solids, liquids, and gases of all kinds; to engage in the separation or reduction or treatment of solids, liquids and gases into their constituents; to develop, produce, and utilize and deal in and with chemical combinations of all kinds.

14. To engage in the leasing, renting, and selling of dredges and other equipment of all kinds, including, but without limitation, the furnishing by contract or otherwise of motor cranes, dredges, derricks, jacks, trucks, or other equipment, the manufacture, construction, sale, or otherwise dealing in and with any and all machines, tools, materials, equipment and devices used or useful in such business, the conduct of research and experiments relating thereto and the obtaining in any manner of title or right to use of, or the licensing or sale to others of, licenses, patents, copyrights, or secret

or otherwise any and all equipment necessary to unload, move or erect manufacturers' heavy equipment.

16. To sell, construct or erect equipment and to contract for the construction and erection of such equipment.

17. In general, to do any or all the things set forth, or are permitted by general powers of corporations of the State of Texas, or any other state, territory, country, or government, to the same extent as natural persons might or could do and in any part of the world, as principals, agents, contractors, or otherwise, within or without the State of Texas, either alone or in the company with others, and to carry on any other business in connection therewith, whether manufacturing or otherwise, and to do all things not forbidden, and with all the powers conferred upon corporations by the laws of the State of Texas.

ARTICLE FOUR

In furtherance and not in limitation of the general powers conferred by the laws of the State of Texas, and the objects and purposes herein set forth, it is expressly provided that this corporation shall also have the following powers, viz.:

1. To acquire, and to make payment therefor in cash or the stocks, bonds, or notes of the corporation, or by undertaking or assuming the liabilities and obligations of the

any manner dispose of the whole or any part of the property so purchased, to conduct in any lawful manner the whole or any part of the business so acquired and to exercise all of the powers necessary or convenient for the conduct and management thereof.

2. In the carrying out of its lawful purposes, to enter into, make and perform contracts of every kind with any person, firm, association or corporation, municipality, body politic, county, country, territory, state, government, or colony, or dependency thereof.

3. To act in any state, territory, district, or possession of the United States, or in any foreign country, in the capacity of agent or representative for any individual, association, corporation, or other legal entity, respecting any business, the purpose of which is similar to the purposes set forth in Article Three hereof.

4. To acquire (by purchase, exchange, lease, hire, or otherwise), hold, use, sell, assign, lease, and grant the absolute interest in and to, and license or sublicense in respect of, franchises, indeterminate permits, certificates of convenience and necessity, certificates of authority, letters patent, patent rights, licenses, privileges, inventions, improvements, processes, copyrights, trademarks and trade names.

business, the purpose of which is similar to any of the purposes set forth in Article Three hereof, and to enter into any general or limited partnership, the purpose of which is similar to any such purpose.

6. To execute from time to time such general and specific powers of attorney to such persons as the Board of Directors of this corporation may approve, granting to such persons all powers, either in the United States, or elsewhere, which the Board of Directors of this corporation may deem proper and to revoke any such powers of attorney as and when the said Board of Directors may desire.

ARTICLE FIVE

The aggregate number of shares which the corporation shall have authority to issue is Ten Thousand (10,000) shares of common stock, without nominal or par value.

ARTICLE SIX

This corporation will not commence business until it has received for the issuance of its shares consideration of the value of One Thousand (\$1,000.00) Dollars consisting of money, labor done, or property actually received.

ARTICLE SEVEN

The following provisions shall be applicable in the conduct of the affairs of this corporation:

convertible into shares of the corporation, whether now or hereafter authorized, and no holder of shares of any class, as such, shall have any right to acquire any shares which may be held in the treasury of the corporation; all such additional treasury shares or any such convertible obligations may be sold for such consideration, at such time and to such persons as the Board of Directors may from time to time determine. Any such shares or convertible obligations which the corporation may determine to offer for subscription to holders of stock of the corporation may, as the Board shall determine, be offered to holders of any class or classes of shares exclusively or to holders of all classes of shares and, if offered to more than one class of shares, in such proportions as between said classes of shares as the Board, in its discretion, may determine. As used in this paragraph, the expression "convertible obligations" shall include, but without limitation, any notes, bonds, debentures, or other evidence of indebtedness to which are attached or with which are issued warrants or other rights to purchase shares of the corporation of any class or classes.

2. The shareholders of this corporation shall not cumulate their votes at any election for directors.

3. No contract or other transaction between the corpora-

and no contract or other transaction between the corporation and any other person or firm shall be affected or invalidated by the fact that any one or more directors of this corporation is a party to, or are parties to, or interested in, such contract or transaction; provided that in each such case the nature and extent of the interest of such director or directors in such contract or other transaction and/or the fact that such director or directors is or are a director or directors or officer or officers of such other corporation is disclosed at the meeting of the Board of Directors at which such contract or other transaction is authorized or is otherwise known to the other members of the Board present at such meeting.

ARTICLE EIGHT

The post office address of the initial registered office is Route 1, Box 586, Alvin, Texas, and the name of its initial registered agent at such address is Virgil C. McGinnes.

ARTICLE NINE

The initial Board of Directors shall be composed of three (3) members, whose names and addresses are:

Virgil C. McGinnes, Route 1, Box 586, Alvin, Texas
Lawrence P. McGinnes, Route 1, Box 584, Alvin, Texas
Geo. H. Lowry, 9806 Larston Street, Houston 45, Texas

The above-named directors shall serve until the first annual meeting of shareholders or until their successors be

corporation are:

Virgil C. McGinnes, Route 1, Box 586, Alvin, Texas
Lawrence P. McGinnes, Route 1, Box 584, Alvin, Texas
Geo. H. Lowry, 9805 Larston Street, Houston 4, Texas

IN WITNESS WHEREOF, we have hereunto set our hands this
the 3rd day of August, 1965.

Virgil C. McGinnes
Virgil C. McGinnes

Lawrence P. McGinnes
Lawrence P. McGinnes

Geo. H. Lowry
Geo. H. Lowry

THE STATE OF TEXAS

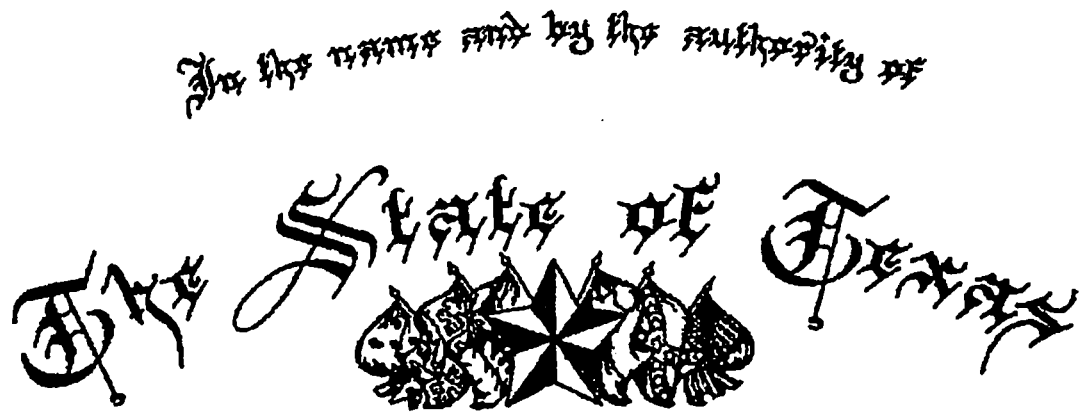
COUNTY OF HARRIS

I, Barbara Wright, a notary public, do
hereby certify that on this the 3rd day of August,
1965, personally appeared before me VIRGIL C. MCGINNES,
LAWRENCE P. MCGINNES and GEO. H. LOWRY, who being by me
first duly sworn, severally declared that they are the per-
sons who signed the foregoing document as incorporators and
that the statements therein contained are true.

Barbara Wright
Notary Public in and for
Harris County, Texas

Barbara Wright

ATTACHMENT A



OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF INCORPORATION
OF

MC GINNES INDUSTRIAL MAINTENANCE CORPORATION

Charter No. 216706

The undersigned, as Secretary of State of the State of Texas, hereby certifies that duplicate originals of Articles of Incorporation for the above corporation duly signed and verified pursuant to the provisions of the Texas Business Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Incorporation and attaches hereto a duplicate original of the Articles of Incorporation.

Dated. August 31st....., 19__65__

ARTICLES OF INCORPORATION

Filed in the Office of the
Secretary of State
31 Aug 1964
Deputy Director, and notary

① MC GINNES INDUSTRIAL MAINTENANCE CORPORATION

We the undersigned natural persons of the age of twenty-one or more, at least two of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Business Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE ONE

The name of the corporation is ^②MC GINNES INDUSTRIAL MAINTENANCE CORPORATION.

ARTICLE TWO

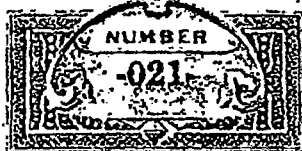
The period of its duration is perpetual.

ARTICLE THREE

The purpose or purposes for which the corporation is organized are:

1. To buy, sell, and deal in goods, wares, merchandise, services, in any manner, description or kind, either at wholesale or retail, without any limitations in any respect as to the goods, merchandise or services, not in violation of laws.
2. To manufacture, produce, prepare, acquire, at wholesale and retail, distribute, export, import, dispose of, and generally deal in and with goods, wares, merchandise, services,

ORGANIZED UNDER THE LAWS OF THE STATE OF
TEXAS



MCGINNES INDUSTRIAL MAINTENANCE CORPORATION

This Certificate that G. C. Environmental, Inc. is the owner of
Sixty-one (61) fully paid and non-assessable shares of
Common Stock, no par value of McGinnes Industrial Maintenance Corporation

a corporation organized under the laws of the State of Texas, transferable
only on the books of the Corporation by the holder hereof in person or by duly
authorized Attorney upon surrender of this Certificate properly endorsed.

In Witness Whereof, the said Corporation has caused this Certificate to be
signed by its duly authorized officers and to be sealed with the Seal of the Corporation

G. C. Environmental, Inc.
President

APR 15 1992
Secretary

SHARES EACH

RESTRICTIONS ON THE TRANSFER OF THESE SHARES ARE SET FORTH ON THE REVERSE HEREOF.

ATTACHMENT B

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR ANY STATE SECURITIES STATUTES. THE SHARES HAVE BEEN ACQUIRED FOR INVESTMENT AND MAY NOT BE SOLD OR OTHERWISE DISPOSED OF WITHOUT THE PRIOR WRITTEN CONSENT OF THE CORPORATION UNLESS THE SALE OR OTHER DISPOSITION (1) IS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT AND ALL RELEVANT STATE SECURITIES ACTS GOVERNING SUCH SALE OR OTHER DISPOSITION, OR (2) IS ONE WITH RESPECT TO WHICH THE CORPORATION SHALL HAVE BEEN ADVISED BY ITS COUNSEL THAT REGISTRATION UNDER THE 1933 ACT AND RELEVANT STATE SECURITIES ACTS IS NOT REQUIRED.

ARTICLE SEVEN OF THE ARTICLES OF INCORPORATION PROVIDES IN PART: "NO HOLDER OF SHARES OR ANY RIGHTS OR OPTIONS TO PURCHASE SHARES OF THE CORPORATION AS SUCH SHALL HAVE ANY PREEMPTIVE OR PREFERENTIAL RIGHT TO SUBSCRIBE FOR OR ACQUIRE ANY SHARES OF ANY CLASS OF THE CORPORATION OR ANY OBLIGATION CONVERTIBLE INTO SHARES OF THE CORPORATION, WHETHER NOW OR HEREAFTER AUTHORIZED, AND NO HOLDER OF SHARES OF ANY CLASS AS SUCH SHALL HAVE ANY RIGHT TO ACQUIRE ANY SHARES WHICH MAY BE HELD IN THE TREASURY OF THE CORPORATION."

ARTICLE SEVEN OF THE ARTICLES OF INCORPORATION PROVIDES IN PART: "THE SHAREHOLDERS OF THIS CORPORATION SHALL NOT CUMULATE THEIR VOTES AT ANY ELECTION OF DIRECTORS."

CERTIFICATE

FOR

61

SHARES

MCGINNES INDUSTRIAL
MAINTENANCE CORPORATION

Common Stock
no par value

ISSUED TO

G. C. ENVIRONMENTAL, INC.

PAID UP

April 2, 1962

For Value Received, hereby sell, assign and transfer unto

Shares represented by the within Certificate, and do hereby irrevocably constitute and appoint

Attorney to transfer the said Shares on the books of the within named Corporation with full power of substitution in the premises

Dated

19

In presence of

THIS CERTIFICATE IS VALID ONLY WHEN THE SHARES REPRESENTED BY IT HAVE BEEN PAID UP IN FULL AND THE SAME HAVE BEEN DELIVERED TO THE CORPORATION BY THE HOLDER OF THIS CERTIFICATE.

INCORPORATED UNDER THE LAWS OF THE STATE OF TEXAS

NUMBER

SHARES

G.C. ENVIRONMENTAL, INC.

This Certifies that

ENVIR, Ltd.

is the owner of

9,350,000

fully paid and non-assessable shares of

Common Stock, \$0.01 Par Value of G.C. Environmental, Inc.

a corporation organized under the laws of the State of Texas, transferable
only in the books of the corporation by the holder hereafter personally or by duly
authorized attorney or messenger of this certificate properly endorsed.

In Witness Whereof

the said corporation has caused this certificate to be
signed by its duly authorized officers and its Seal of the Corporation

April

1992

Secretary

President

SHARES

EACH

00000000

THERE ARE RESTRICTIONS UPON THE SALE OR OTHER DISPOSITION OF THE SHARES
EVIDENCED BY THIS CERTIFICATE AS SET FORTH ON THE REVERSE HEREOF.

ATTACHMENT C

GERMINECANT

FOR
-8,350,000-
SHARES

Common Stock,
\$0.01 Par Value

**G.C. ENVIRONMENTAL,
INC.**

ISSUED TO

ENVIRx, Ltd.

DRAFTED

April , 1992

TRANSFER OF THESE SHARES IS RESTRICTED AND OWNERS

[illegible]

The Indian Herald. *highly intelligent and candid*
and

Thence
retrieved by the within 'brigade, and do hereby
courageously maintain and uphold

Allying

To himself the said 'Haines on the basis of the within common
'to opinion with full power of initiation in the premises

Said

In witness of

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 08-19-2006 BY 60322 UCBAW/SJS/KAS

ATTACHMENT D

State of Delaware
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "ENVIRX LTD.", CHANGING ITS NAME FROM "ENVIRX LTD." TO "ENVIRX INDUSTRIES, INC.", FILED IN THIS OFFICE ON THE TENTH DAY OF JULY, A.D. 1992, AT 9 O'CLOCK A.M.



Edward J. Freel, Secretary of State

2169423 8100

991491170

AUTHENTICATION:

0087974

DATE:

11-17-99

CERTIFICATE OF AMENDMENT
OF
RESTATED CERTIFICATE OF INCORPORATION
OF
ENVIRx LTD.

ENVIRx LTD., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), HEREBY CERTIFIES:

FIRST: That in lieu of a meeting and vote of directors, the Board of Directors of the Corporation, by unanimous written consent filed with the Corporation in accordance with the provisions of Section 141(f) of the General Corporation Law of the State of Delaware, adopted resolutions approving and declaring advisable the following amendments to the Restated Certificate of Incorporation of the Corporation:

RESOLVED, that the Restated Certificate of Incorporation of the Corporation be amended by changing ARTICLE FIRST thereof, so that, as amended, ARTICLE FIRST shall be and read in its entirety as follows:

"FIRST: The name of the Corporation is ENVIRx Industries, Inc."

RESOLVED, that the Restated Certificate of Incorporation of the Corporation be amended by changing the first paragraph of ARTICLE FOURTH thereof, so that, as amended, the first paragraph of ARTICLE FOURTH shall be and read in its entirety as follows:

"FOURTH: The total number of shares of capital stock which the Corporation shall have authority to issue is fifty-five million (55,000,000) shares, of which fifty million (50,000,000) shares shall be Common Stock, par value \$.001 per share, and five million (5,000,000) shares shall be Preferred Stock, par value \$.001 per share."

SECOND: That at a meeting of the stockholders of the Corporation called and held in accordance with the provisions of Section 222 of the General Corporation

ATTACHMENT E

State of Delaware
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "ENVIRX INDUSTRIES, INC.", CHANGING ITS NAME FROM "ENVIRX INDUSTRIES, INC." TO "TRANSAMERICAN WASTE INDUSTRIES, INC.", FILED IN THIS OFFICE ON THE TWENTY-FOURTH DAY OF AUGUST, A.D. 1992, AT 10 O'CLOCK A.M.



A handwritten signature in cursive script, reading "Edward J. Freel", is written over a horizontal line.

Edward J. Freel, Secretary of State

2169423 8100

991491170

AUTHENTICATION:

0087975

DATE:

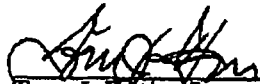
11-17-99

Law of the State of Delaware, the required percentage of shares of stock voted in favor of said amendments.


THIRD: That said amendments were duly adopted in accordance with the provisions of Sections 141, 216 and 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, ENVIRx Ltd. has caused its corporate seal to be affixed hereto and this certificate to be signed by Tom J. Fatjo, Jr., its Chairman of the Board, and attested by Jon R. Hall, its Secretary, this 25 day of June, 1992.

ENVIRx LTD.

By: 
Tom J. Fatjo, Jr.
Chairman of the Board

ATTEST:

By: 
Jon R. Hall
Secretary

(SEAL)

**CERTIFICATE OF AMENDMENT
OF
RESTATED CERTIFICATE OF INCORPORATION
OF
ENVIRx INDUSTRIES, INC.**

ENVIRx Industries, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), **HEREBY CERTIFIES:**

FIRST: That in lieu of a meeting and vote of directors, the Board of Directors of the Corporation, by unanimous written consent filed with the Corporation in accordance with the provisions of Section 141(f) of the General Corporation Law of the State of Delaware, adopted resolutions approving and declaring advisable the following amendment to the Restated Certificate of Incorporation of the Corporation:

RESOLVED, that Article First of the Restated Certificate of Incorporation of the Corporation be amended to read in its entirety as follows:

"FIRST: The name of the Corporation is TransAmerican Waste Industries, Inc."

SECOND: That in lieu of a meeting and vote of the stockholders of the Corporation, holders of the required percentage of shares of stock consented in writing to the adoption of such amendment to Article First of the Restated Certificate of Incorporation in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That prompt written notice of the taking of such action was given to stockholders as provided in Section 228 of the General Corporation Law of the State of Delaware.

FOURTH: That said amendment was duly adopted in accordance with the provisions of Sections 141, 228 and 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, ENVIRx Industries, Inc. has caused this certificate to be signed by Tom J. Fatjo, Jr., its Chairman of the Board, and attested by Earl W. McNiel, its Assistant Secretary, this 20th day of August, 1992.

ENVIRx Industries, Inc.

By:

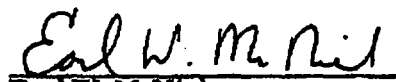


Tom J. Fatjo, Jr.

Chairman of the Board

ATTEST:

By:



Earl W. McNiel

Assistant Secretary

ATTACHMENT F

**CERTIFICATE OF AMENDMENT
OF
RESTATED CERTIFICATE OF INCORPORATION
OF
USA WASTE SERVICES, INC.**

USA Waste Services, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), DOES HEREBY CERTIFY:

1. That the Board of Directors of the Corporation has approved resolutions recommending to the stockholders of the Corporation that the Corporation's Restated Certificate of Incorporation be amended in the following respects:

That Article First of the Corporation's Restated Certificate of Incorporation be deleted in its entirety, and the following be inserted in its place:

First: The name of the Corporation is Waste Management, Inc.

That the first sentence of Article Fourth of the Corporation's Restated Certificate of Incorporation be deleted in its entirety, and the following be inserted in its place:


Fourth: The total number of shares of capital stock which the Corporation shall have authority to issue is one billion, five hundred and ten million (1,510,000,000), divided into one billion, five hundred million (1,500,000,000) shares of Common Stock of the par value of one cent (\$0.01) per share and ten million (10,000,000) shares of Preferred Stock of the par value of one cent (\$0.01) per share.

2. That said resolutions were duly approved by the stockholders of the Corporation at the special meeting of the stockholders of the Corporation held on July 15, 1998, notice of which was given in accordance with the provisions of Section 222 of the General Corporation Law of the State of Delaware.


3. That such amendments to the Corporation's Restated Certificate of Incorporation have been duly adopted in accordance with Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, this Certificate of Amendment of the Corporation's Restated Certificate of Incorporation has been executed as of this 16th day of July, 1998.

USA WASTE SERVICES, INC.

By: 
Name: Gregory J. Sangalis
Title: Vice President and Secretary

ATTEST:

By: 
Name: Bryan J. Blankfield
Title: Assistant Secretary

ATTACHMENT G

STOCK CONTRIBUTION AGREEMENT

This Stock Contribution Agreement (this "Agreement") is by and between WASTE MANAGEMENT, INC., a Delaware corporation ("WMI"), and WASTE MANAGEMENT HOLDINGS, INC., a Delaware corporation and wholly owned subsidiary of WMI ("Holdings").

WITNESSETH:

WHEREAS, WMI owns all of the issued and outstanding common stock (the "United Common Stock") of United Waste Systems, Inc., a Delaware corporation ("United"), and the Common Stock is the only class of capital stock of United issued and outstanding; and

WHEREAS, WMI owns all of the issued and outstanding common stock (the "Western Common Stock") of Western Waste Industries, a California corporation ("Western"), and the Common Stock is the only class of capital stock of Western issued and outstanding; and

WHEREAS, WMI owns all of the issued and outstanding common stock (the "Transamerican Common Stock") of Transamerican Waste Industries, Inc., a Delaware corporation ("Transamerican"), and the Common Stock is the only class of capital stock of Transamerican issued and outstanding; and

WHEREAS, WMI owns all of the issued and outstanding common stock (the "Chambers Common Stock") of Chambers Development Company, Inc., a Delaware corporation ("Chambers"), and the Common Stock is the only class of capital stock of Chambers issued and outstanding; and

WHEREAS, WMI owns all of the issued and outstanding common stock (the "Sanifill Common Stock") of Sanifill, Inc., a Delaware corporation ("Sanifill"), and the Common Stock is the only class of capital stock of Sanifill issued and outstanding; and

WHEREAS, Longview Development, Inc., a Delaware corporation, has previously merged with and into Longview Group, Inc., a Delaware corporation ("Longview"); and

WHEREAS, WMI owns all of the issued and outstanding common stock (the "Longview Common Stock") of Longview, and the Common Stock is the only class of capital stock of Longview issued and outstanding; and

WHEREAS, WMI owns all of the issued and outstanding common stock (the "Envirofil Common Stock") of Envirofil, Inc., a Delaware corporation ("Envirofil"), and the Common Stock is the only class of capital stock of Envirofil issued and outstanding (the United Common Stock, Western Common Stock, Transamerican Common Stock, Chambers Common Stock, Sanifill Common Stock, Longview Common Stock and Envirofil Common Stock collectively, "Common Stock"); and

WHEREAS, WMI wishes to contribute such Common Stock to Holdings;

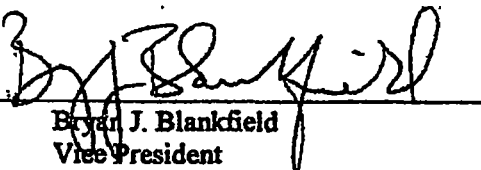
NOW, THEREFORE, in consideration of the mutual premises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, WMI and Holdings agree as follows:

1. *Contribution of Stock.* WMI hereby contributes to Holdings the Common Stock. WMI agrees to execute and deliver such instruments, agreements, certificates, and other documents as shall be necessary or appropriate to convey ownership of the Common Stock to Holdings.

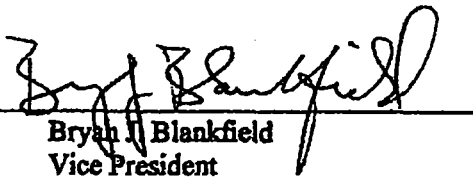
2. *Effective Date.* This Agreement shall become effective as of December __, 1998, and WMI's contribution of the Common Stock shall accordingly be effective as of such date.

IN WITNESS WHEREOF, the parties hereto had executed this Agreement effective as of the date set forth above.

WASTE MANAGEMENT, INC.,

By: 
Bryan J. Blankfield
Vice President

WASTE MANAGEMENT HOLDINGS, INC.

By: 
Bryan J. Blankfield
Vice President

ATTACHMENT H

STOCK CONTRIBUTION AGREEMENT

This Stock Contribution Agreement (this "Agreement") is by and between WASTE MANAGEMENT HOLDINGS, INC., a Delaware corporation ("Holdings"), and WASTE MANAGEMENT OF NORTH AMERICA, INC., an Illinois corporation and wholly owned subsidiary of Holdings ("North America").

WITNESSETH:

WHEREAS, Holdings owns all of the issued and outstanding common stock (the "Common Stock") of Western Waste Industries, a California corporation ("Western"), and the Common Stock is the only class of capital stock of Western issued and outstanding; and

WHEREAS, Holdings owns all of the issued and outstanding common stock (the "Transamerican Common Stock") of Transamerican Waste Industries, Inc., a Delaware corporation ("Transamerican"), and the Common Stock is the only class of capital stock of Transamerican issued and outstanding; and

WHEREAS, Holdings owns all of the issued and outstanding common stock (the "Chambers Common Stock") of Chambers Development Company, Inc., a Delaware corporation ("Chambers"), and the Common Stock is the only class of capital stock of Chambers issued and outstanding; and

WHEREAS, Holdings owns all of the issued and outstanding common stock (the "Sanifill Common Stock") of Sanifill, Inc., a Delaware corporation ("Sanifill"), and the Common Stock is the only class of capital stock of Sanifill issued and outstanding; and

WHEREAS, Holdings owns all of the issued and outstanding common stock (the "Envirofil Common Stock") of Envirofil, Inc., a Delaware corporation ("Envirofil"), and the Common Stock is the only class of capital stock of Envirofil issued and outstanding (the Western Common Stock, Transamerican Common Stock, Chambers Common Stock, Sanifill Common Stock and Envirofil Common Stock collectively, "Common Stock"); and

WHEREAS, Holdings wishes to contribute such Common Stock to North America;

NOW, THEREFORE, in consideration of the mutual premises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, Holdings and North America agree as follows:

1. *Contribution of Stock.* Holdings hereby contributes to North America the Common Stock. Holdings agrees to execute and deliver such instruments, agreements, certificates, and other documents as shall be necessary or appropriate to convey ownership of the Common Stock to North America.

2. *Effective Date.* This Agreement shall become effective as of December 2, 1998, and Holdings' contribution of the Common Stock shall accordingly be effective as of such date.

IN WITNESS WHEREOF, the parties hereto had executed this Agreement effective as of the date set forth above.

WASTE MANAGEMENT HOLDINGS, INC.,

By: Bryan J. Blankfield
Bryan J. Blankfield
Vice President

WASTE MANAGEMENT OF NORTH
AMERICA, INC.

By: Bryan J. Blankfield
Bryan J. Blankfield
Vice President

ATTACHMENT I

State of Delaware
Office of the Secretary of State PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"WASTE MANAGEMENT OF NORTH AMERICA, INC.", A ILLINOIS CORPORATION,

WITH AND INTO "WASTE MANAGEMENT HOLDINGS, INC." UNDER THE NAME OF "WASTE MANAGEMENT HOLDINGS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE FIFTEENTH DAY OF DECEMBER, A.D. 1999, AT 12 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.




Edward J. Freel, Secretary of State

0687719 8100M

991539670

AUTHENTICATION: 0143117

DATE: 12-15-99

CERTIFICATE OF OWNERSHIP AND MERGER
OF
WASTE MANAGEMENT OF NORTH AMERICA, INC..
(an Illinois corporation)
into
WASTE MANAGEMENT HOLDINGS, INC.,
(a Delaware corporation)

It is hereby certified that:

1. Waste Management Holdings, Inc. [hereinafter sometimes referred to as the "Corporation"] is a business corporation of the State of Delaware.

2. The Corporation is the owner of all of the outstanding shares of stock of Waste Management of North America, Inc., which is a business corporation of the State of Illinois.

3. The laws of the jurisdiction of organization of Waste Management of North America, Inc. permit the merger of a business corporation of that jurisdiction with a business corporation of another jurisdiction.

4. The Corporation hereby merges Waste Management of North America, Inc. into the Corporation.

5. The following is a copy of the resolutions adopted on Dec 10, 1999 by the Board of Directors of the Corporation to merge the said Waste Management of North America, Inc. into the Corporation:

RESOLVED that Waste Management of North America, Inc. be merged into this Corporation, and that all of the estate, property, rights, privileges, powers, and franchises of Waste Management of North America, Inc. be vested in and held and enjoyed by this Corporation as fully and entirely and without change or diminution as the same were before held and enjoyed by Waste Management of North America, Inc. in its name.

RESOLVED that this Corporation assume all of the obligations of Waste Management of North America, Inc.

RESOLVED that this Corporation shall cause to be executed and filed and/or recorded the documents prescribed by the laws of the State of Delaware, by the laws of the State of Illinois, and by the laws of any other appropriate jurisdiction and will cause to be performed all necessary acts within the jurisdiction of organization of Waste Management of North America, Inc. and of this Corporation and in any other appropriate jurisdiction.

Executed on Dec 10, 1999

WASTE MANAGEMENT HOLDINGS, INC.

By: Robert G. Simpson
Robert G. Simpson, Vice President

Delaware

PAGE 1

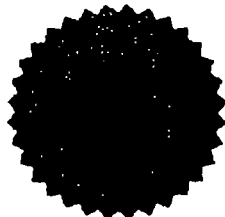
The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"TRANSAMERICAN WASTE INDUSTRIES, INC.", A DELAWARE CORPORATION,

WITH AND INTO "WASTE MANAGEMENT HOLDINGS, INC." UNDER THE NAME OF "WASTE MANAGEMENT HOLDINGS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE SEVENTEENTH DAY OF DECEMBER, A.D. 2002, AT 8:30 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

0687719 8100M

AUTHENTICATION: 2156705

**CERTIFICATE OF OWNERSHIP AND MERGER
OF
TRANSAMERICAN WASTE INDUSTRIES, INC.
(a Delaware corporation)
INTO
WASTE MANAGEMENT HOLDINGS, INC.
(a Delaware corporation)**

Waste Management Holdings, Inc., a corporation organized and existing under the laws of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That this corporation was duly organized and is validly existing under the laws of the State of Delaware.

SECOND: That Waste Management Holdings, Inc., a Delaware corporation owns all of the issued and outstanding shares of the capital stock of Transamerican Waste Industries, Inc., a Delaware corporation.

THIRD: That this corporation, by the following resolutions of its Board of Directors, duly adopted by the unanimous written consent of its members on December 17, 2002, filed with the minutes of the Board, determined to merge into itself said Transamerican Waste Industries, Inc.:

"RESOLVED, that Waste Management Holdings, Inc. merge, and it hereby does merge into itself Transamerican Waste Industries, Inc. and assumes all of its obligations; and

RESOLVED, that the merger shall be effective upon the date of filing with the Secretary of State of Delaware; and

RESOLVED, that the proper officers of Waste Management Holdings, Inc. be and they hereby are directed to make and execute a Certificate of Ownership and Merger setting forth a copy of the resolutions to merge said Transamerican Waste Industries, Inc. and assume its liabilities."

FOURTH: Anything herein or elsewhere to the contrary notwithstanding, this merger may be amended or terminated or abandoned by the Board of Directors of Waste Management Holdings, Inc. at any time prior to the time that this merger being filed with the Secretary of State becomes effective.

IN WITNESS WHEREOF, the undersigned has caused this certificate to be duly
executed by its authorized representative on and as of December 17, 2002.

WASTE MANAGEMENT HOLDINGS, INC.

By: Linda J. Smith
Linda J. Smith
Vice President & Assistant Secretary

ATTACHMENT K

STOCK CONTRIBUTION AGREEMENT

This Stock Contribution Agreement (this "Agreement") is by and between WASTE MANAGEMENT HOLDINGS, INC., a Delaware corporation ("Holdings"), and WASTE MANAGEMENT OF TEXAS HOLDINGS, INC., a Delaware corporation and wholly owned subsidiary of Holdings ("Texas").

WITNESSETH:

WHEREAS, Holdings owns all of the issued and outstanding common stock (the "Common Stock") of McGinnes Industrial Maintenance Corporation, a Texas corporation and G.C. Environmental, Inc., a Texas corporation ("McGinnes/G.C."), and the Common Stock is the only class of capital stock of McGinnes/G.C. issued and outstanding; and

WHEREAS, Holdings wishes to contribute such Common Stock to Texas;

NOW, THEREFORE, in consideration of the mutual premises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, Holdings and Texas agree as follows:

1. *Contribution of Stock.* Holdings hereby contributes to Texas the Common Stock. Holdings agrees to execute and deliver such instruments, agreements, certificates, and other documents as shall be necessary or appropriate to convey ownership of the Common Stock to Texas.

2. *Effective Date.* This Agreement shall become effective as of January 6, 2003, and Holdings' contribution of the Common Stock shall accordingly be effective as of such date.

IN WITNESS WHEREOF, the parties hereto had executed this Agreement effective as of the date set forth above.

WASTE MANAGEMENT HOLDINGS, INC.,

By: Linda J. Smith
Linda J. Smith
Vice President

WASTE MANAGEMENT OF TEXAS HOLDINGS, INC.

By: Linda J. Smith
Linda J. Smith
Vice President

6.48-75

ATTACHMENT L

STOCK CONTRIBUTION AGREEMENT

This Stock Contribution Agreement (this "Agreement") is by and between WASTE MANAGEMENT OF TEXAS HOLDINGS, INC., a Delaware corporation ("Holdings"), and WASTE MANAGEMENT OF TEXAS, INC., a Texas corporation and wholly owned subsidiary of Holdings ("Texas").

WITNESSETH:

WHEREAS, Holdings owns all of the issued and outstanding common stock (the "Common Stock") of McGinnes Industrial Maintenance Corporation, a Texas corporation and G.C. Environmental, Inc., a Texas corporation ("McGinnes/G.C."), and the Common Stock is the only class of capital stock of McGinnes/G.C. issued and outstanding; and

WHEREAS, Holdings wishes to contribute such Common Stock to Texas;

NOW, THEREFORE, in consideration of the mutual premises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, Holdings and Texas agree as follows:

1. *Contribution of Stock.* Holdings hereby contributes to Texas the Common Stock. Holdings agrees to execute and deliver such instruments, agreements, certificates, and other documents as shall be necessary or appropriate to convey ownership of the Common Stock to Texas.

2. *Effective Date.* This Agreement shall become effective as of January 6, 2003, and Holdings' contribution of the Common Stock shall accordingly be effective as of such date.

IN WITNESS WHEREOF, the parties hereto had executed this Agreement effective as of the date set forth above.

WASTE MANAGEMENT OF TEXAS HOLDINGS, INC.,

By: Linda J. Smith
Linda J. Smith
Vice President

WASTE MANAGEMENT OF TEXAS, INC.

By: Linda J. Smith
Linda J. Smith
Vice President